TARA COMMUNITY DEVELOPMENT DISTRICT 1  
AGENDA  
OCTOBER 29, 2013 at 10:00 a.m.  
The Tara Community Center, 7340 Tara Preserve Lane, Bradenton, FL 34203.

District Board of Supervisors  
John Schmidt  
Chairman  
Joseph Mojica  
Vice Chairman  
Dan Powers  
Board Supervisor  
Beth Bond  
Board Supervisor  
Mike Dyer  
Board Supervisor  

District Manager  
Matthew Huber  
Rizzetta & Company, Inc  

District Counsel  
John Vericker  
Straley & Robin  

District Engineer  
Rick Schappacher  
Schappacher Engineering, LLC  

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at 10:00 a.m. with the first section which is called Audience Comments. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called Supervisor Requests. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.
October 23, 2013

Board of Supervisors
Tara Community
Development District 1

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Tara Community Development District 1 will be held on Tuesday, October 29, 2013 at 10:00 a.m., at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS
   The Board of Supervisors will extend the privileges of the floor to our guests, with speaking privileges granted at the discretion of the Chair.
4. ADOPTION OF AGENDA
5. BUSINESS ADMINISTRATION
   A. Reading and Approval of the Minutes of the Board of Supervisors Regular Meeting held September 24, 2013 ....................... Tab 1
   B. Consideration of Operational and Maintenance Expenditures for the Month of September 2013 ...................................................... Tab 2
6. REPORTS
   A. Officers
   B. District Manager
      1. Review of Action Items List ..................................................... Tab 3
      2. Presentation of Monthly Financial Status Report ...................... Tab 4
   C. District Counsel
   D. District Engineer
   E. Field Manager
7. OLD BUSINESS
   A. Pool Update
8. NEW BUSINESS
   A. Legal Documents Review from Workshop on October 22, 2013
   B. Landscape Request for Proposal .................................................. Tab 5
      i. Scope
      ii. Criteria
      iii. Form of Ad
   C. Aquatic Request for Proposal ..................................................... Tab 6
      i. Scope (under separate cover)
      ii. Criteria
      iii. Form of Ad
D. Consideration of Professional Landscape Maintenance Inspection Services .............................................................. Tab 7
E. Consideration of Resolution 2014-01; Conservation Area Maintenance Policy .......................................................... Tab 8
F. Code of Conduct ........................................................................................................................................ Tab 9
G. Permission for third Newsletter or Special Newsletter

9. SUPERVISOR REQUESTS
10. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Matthew Huber
District Manager
Tab 1
MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TARA
COMMUNITY DEVELOPMENT DISTRICT 1

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
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The regular meeting of the Board of Supervisors of the Tara Community Development District 1 was held on Tuesday, September 24, 2013 at 10:00 a.m. at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

Present and constituting a quorum:

John Schmidt                         Board Supervisor, Chairman
Joe Mojica                           Board Supervisor, Vice Chairman
Dan Powers                          Board Supervisor
Beth Bond                            Board Supervisor (via phone)
Mike Dyer                            Board Supervisor (via Skype)

Also present were:

Matthew Huber                       District Manager, Rizzetta & Company, Inc.
Tyree Brown                         Operations Manager, Rizzetta & Company, Inc.
John Vericker                       District Counsel, Straley & Robin
Rick Schappacher                    District Engineer, Schappacher Engineering
Jim Kaluk                           Field Manager
Audience members                    Representatives, Tara Master Association

                        Present

FIRST ORDER OF BUSINESS                                    Call to Order

Mr. Schmidt called the meeting to order and asked Mr. Huber to conduct roll call. Mr. Huber proceeded to perform the roll call. The Board recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS                                    Audience Comments

An Audience Member commented about the pond listed under Old Business on the agenda.

An Audience Member commented about the website and could not find meeting time and date.
An Audience Member commented about the CDD’s ability to adopt and enforce deed restrictions.

An Audience Member commented about the condition of the ponds.

THIRD ORDER OF BUSINESS  Adoption of Agenda

Mr. Schmidt asked Mr. Huber to act as Secretary for the meeting; he then provided an overview of rules for the meeting. Mr. Schmidt asked if there were any changes to the agenda. Mr. Dyer requested that the Action Item listing be added to the agenda for this meeting and all future meetings.

On a Motion by Mr. Dyer, seconded by Ms. Bond, with all in favor, the Board approved to add an Agenda item “Old Business Action Item Listing” for the September 24, 2013 Agenda and all future CDD meeting agendas for the Tara Community Development District 1.

On a Motion by Mr. Schmidt, seconded by Mr. Mojica, with all in favor, the Board approved to add an Agenda item “Discussion of ARC services to the Preserve” for the September 24, 2013 Agenda for the Tara Community Development District 1.

Mr. Schmidt called for a vote to approve the agenda as provided. With all in favor, the Agenda for the September 24, 2013 meeting was approved.

On a Motion by Mr. Schmidt, seconded by Ms. Bond, with all in favor, the Board adopted the amended Agenda for the September 24, 2013 meeting for the Tara Community Development District 1.

FOURTH ORDER OF BUSINESS  Reading and Approval of the Minutes of the Board of Supervisors Meeting held August 27, 2013

There were numerous changes to the meeting minutes.

On a Motion by Ms. Bond, seconded by Mr. Mojica, with all in favor, the Board accepted the amended Minutes of the Board of Supervisors held on August 27, 2013 for the Tara Community Development District 1.

FIFTH ORDER OF BUSINESS  Consideration of the Operations and Maintenance Expenditures for the Month of August 2013

Mr. Schmidt presented the Operations and Maintenance Expenditures for August 2013, advising expenditures totaled $35,785.23. A brief discussion ensued.
On a Motion by Mr. Mojica, seconded by Mr. Powers, with all in favor, the Board accepted as presented the operation and maintenance expenditures for August 2013 ($35,785.23), for the Tara Community Development District 1.

SIXTH ORDER OF BUSINESS

Reports

Officers

Mr. Schmidt stated that the audience members are welcome to attend the CDD 101 Workshop on October 22, 2013 at 10:00 a.m. to discuss vendor contracts. Mr. Mojica reported that the ponds have been inspected.

District Manager

Mr. Huber stated the next regular meeting of the Board of Supervisors is scheduled for October 29, 2013 at 10:00 a.m. Mr. Huber presented the Monthly Financial Status Report to the Board. A discussion ensued.

District Engineer

No. Report.

District Counsel

No Report.

Field Manager

Mr. Kaluk presented his report for the Board of Supervisors.

SEVENTH ORDER OF BUSINESS

Pond Treatment Update as it Relates to Pond #4

Mr. Mojica presented a pond inspection report. The aluminum weir is missing and/or has been stolen. Ms. Bond suggested that a police report be filed. It was suggested that a fiberglass weir be purchased as a replacement vs. aluminum. Ms. Bond requested the water to be tested at the ponds for phosphates. A discussion ensued.

The Meeting Recessed at 11:15 a.m.
The Meeting Resumed at 11:20 a.m.

EIGHTH ORDER OF BUSINESS

Update on Pond Infrastructure Repairs

Mr. Schappacher updated the Board on the Pond Infrastructure Repairs.
NINTH ORDER OF BUSINESS  
Discussion of Air Potato Vine

Mr. Schmidt opened the discussion on the Air Potato Vine. Mr. Kaluk presented to the Board his discoveries on the Air Potato Vine. A discussion ensued.

TENTH ORDER OF BUSINESS  
Discussion of ARC Services to Preserve

Mr. Vericker updated on the board on deed enforcements. Mr. Vericker will provide an opinion on this in writing to the Chairman. A discussion ensued.

ELEVENTH ORDER OF BUSINESS  
Action Item List

Mr. Dyer inquired about various items on the Action List. A discussion ensued.

TWELFTH ORDER OF BUSINESS  
Supervisor Requests

Supervisor Requests

Mr. Powers requested the Chairman to provide an update on Channel 196 to be aware of possible theft and vandalism on the lakes.

Mr. Powers requested that three (3) copies of full size maps be provided by the District Engineer.

Mr. Powers expressed concerns about the addendum to the Landscape Contract which can include pricing increases.

Mr. Schmidt provided an update on lighting costs for streetlights. A brief discussion ensued.

THIRTEENTH ORDER OF BUSINESS  
Consideration to Remove the California Bull Rush from Pond #4.

On a Motion by Mr. Powers, seconded by Mr. Mojica, with all in favor, the Board approved the California Bull Rush to be removed from Pond #4 at no costs to the Tara CDD1 for the Tara Community Development District 1.

Mr. Dyer requested new keys; Mr. Kaluk has keys ready for Mr. Dyer and Ms. Bond.

Mr. Dyer inquired about the pool hours. Mr. Schmidt stated the pool and tennis court hours are 9:00 a.m. – 9:00 p.m.

Mr. Mojica inquired about identifying the lakes with a number for inspection purposes.
FOURTEENTH ORDER OF BUSINESS          Audience Comments

An audience member thanked the Board of Supervisors for their diligence on the ponds.

An audience member thanked the Board of Supervisors for the forum that is allowed to the residents.

An audience member commented about the ponds being treated the same as hardscape.

FIFTEENTH ORDER OF BUSINESS          Adjournment

On a Motion by Mr. Powers, seconded by Mr. Mojica, with all in favor, the Board adjourned the Board of Supervisors’ Meeting at 12:38 p.m., for the Tara Community Development District 1.

Secretary / Assistant Secretary

Chairman / Vice Chairman
Tab 2
Operation and Maintenance Expenditures
September 2013
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2013 through September 30, 2013. This does not include expenditures previously approved by the Board.

The total items being presented: $77,251.75

Approval of Expenditures:

________________________________________

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary
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Report Total: $77,251.75
### Payroll Totals

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### Taxes

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### Cash Flow Summary

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### Messages

The IRS imposes a $50 fine for each W-2 or 1099 submitted with missing or incorrect social security or tax identification numbers. Please verify the information in the Tax Rate and ID Number columns on this report, and provide the missing information to your client service representative.

We are responsible for depositing your payroll taxes listed above.

---

**Client:** VBT  
**TARA COMMUNITY DEVELOPMENT DIS**  
**Branch:** E4  
**Payroll Summary**  
**Period Covered:** 08/19/2013 - 09/01/2013  
**Check Date:** 09/06/2013  
**Run:** 16  
**Week:** 35  
**Qtr:** 3  
**Page:** 1
## Payroll Totals

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<th>Earnings</th>
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<th>State/Local Taxes</th>
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## Taxes

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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>ADP Responsibility</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>593820406</td>
</tr>
<tr>
<td>Total Taxes</td>
<td></td>
<td>220.48</td>
<td>61.20</td>
<td>159.28</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Cash Flow Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
<th>Account Number</th>
<th>Bank Number</th>
<th>Bank Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Direct Deposits</td>
<td>640.72</td>
<td>XXXXXXXXXXXXX6039</td>
<td>XXXXXXXXXXXX</td>
<td>FIRST UNION</td>
</tr>
<tr>
<td>Taxes - ADP Resp.</td>
<td>220.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADP Invoice</td>
<td>98.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Requirements</td>
<td>950.01</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Messages

The IRS imposes a $50 fine for each W-2 or 1099 submitted with missing or incorrect social security or tax identification numbers. Please verify the information in the Tax Rate and ID Number columns on this report, and provide the missing information to your client service representative.

We are responsible for depositing your payroll taxes listed above.

---

**Client:** VBT  
**Branch:** E4  
**Period Covered:** 09/02/2013 - 09/15/2013  
**Run:** 17  
**Check Date:** 09/20/2013  
**Check #:** ACH  
**Direct Deposit:**
Wireless Statement

Previous Balance: $73.19
Payment - 08/14 - Thank You!: $73.19CR
Adjustments: $0.00
Balance: $0.00
New Charges: $72.69
Total Amount Due: $72.69
Amount Due in Full by: Sep 19, 2013

Service Summary

<table>
<thead>
<tr>
<th>Service</th>
<th>Page</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless</td>
<td>941 345-7159</td>
<td>$72.69</td>
</tr>
<tr>
<td>Total New Charges</td>
<td></td>
<td>$72.69</td>
</tr>
</tbody>
</table>

AUG 2 9 2013
Date Rec'd Dist Office
DM Approval: 4th, 0 4 2013
Fund: 001 57260 473902
Check:

How to Contact Us:
For questions about your account: 1 800 331-0590
or 611 from your cell phone
For Deaf/Hard of hearing TTY: 1 866 241-6557
Visit us online at www.att.com

For Important Information about your bill, please see the News You Can Use section (Page 2).

Return bottom portion with your check in the enclosed envelope.
Payments may take 7 days to post.

DUE BY: Sep 19, 2013

$72.69
TELECOMMUNICATIONS RELAY SERVICE

dial 711 is a telecommunications relay service for customers with hearing and speech disabilities. AT&T offers products and services for customers with visual, hearing, speech or physical disabilities. For more information, please refer to the Customer Guide section in your AT&T telephone directory, or go to www.att.com/relay.

LATE PAYMENT FEE

The late payment fee for consumer and individual responsibility User (IRU) bills not paid in full by the due date is $5. Late payment fees for Corporate Responsibility User (CRU) accounts are applied according to applicable contracts.

ELECTRONIC CHECK CONVERSION

By check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your AT&T Service Agreement. Returned checks may be presented electronically. If you want to save time and stamps, sign up for auto payment at www.att.com/stoppaper using your checking account. It’s easy, secure, and convenient.

TAX ID

AT&T Mobility Tax ID # 84-1659970.

SURCHARGES AND OTHER FEES

In addition to the monthly cost of the rate plan and any selected features, AT&T imposes the following other charges, on a per line basis: (1) federal and state universal service charges, (2) a Regulatory Cost Recovery Charge of up to $1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (3) an Administrative Fee on consumer and individual responsibility User (IRU) lines to help defray certain expenses AT&T incurs, such as interconnection and cell site rents and maintenance, and (4) other government assessments, including without limitation a gross receipts surcharge and a Property Tax Assessment surcharge of $0.20 - $0.45 applied per Corporate Responsibility User’s assigned

GET TRAVEL SAVVY THIS SUMMER

Share your adventures with family and friends back home. With affordable international calling, messaging and data packages from AT&T. Visit www.att.com/gobroad for package details.

© 2012 AT&T Intellectual Property. All rights reserved.
number. These fees are not taxes or government-required charges. See att.com/additionalcharges.

SINGLE PAYMENT AGREEMENT (FOR KIOSK PAYMENT)
I authorize AT&T to pay my bill by debiting my bank account. If my bank rejects a payment, I may be charged a return fee up to $30.

AT&T NATL CENTER FOR CUSTOMERS WITH DISABILITIES
Questions on accessibility by persons with disabilities:
1 866 241-6568.

WRITTEN CORRESPONDENCE
Do not send notes/letters with payment. We cannot guarantee receipt. Send notes/letters to AT&T, PO Box 1809, Paramus, NJ 07653-1809.
Enroll at www.auto-owners.com to make a payment, view your premium invoice, or view your policy information. A separate Personal ID (PID) Code is required to enroll each policy. The PID Code(s) are located on the back of this invoice for each enrollee policy.

Payment of your premium via check to Auto-Owners Insurance or your agency authorizes us to process your payment electronically. Funds may be withdrawn from your account as soon as the same day we receive your payment.

A fee of up to $15.00 will be charged if a cancellation notice is issued. A fee of up to $25.00 will be charged for checks returned due to insufficient funds. If your check is returned for non-sufficient funds (NSF), we may re-present the check as an electronic ACH transaction. An $8.00 convenience fee will be charged when making a payment by phone.

----- SEE THE REVERSE SIDE OF THIS PAGE FOR DETAILS OF YOUR ACCOUNT BALANCE ----- 06771.0

Detach here and mail with your payment in the envelope provided. No staples please.

**Premium Invoice 09-11-2013**

<table>
<thead>
<tr>
<th>Billing Plan</th>
<th>Account Number</th>
<th>Due Date</th>
<th>Minimum Due</th>
<th>Account Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FULL PAY</td>
<td>013053344</td>
<td>10-01-2013</td>
<td>$3,796.97</td>
<td>$3,796.97</td>
</tr>
</tbody>
</table>

PLEASE DO NOT SEND CASH.
MAKE CHECK PAYABLE TO AUTO-OWNERS INSURANCE
The following is a list of policies on this billing account:

**CASUALTY**

<table>
<thead>
<tr>
<th>Policy: 122312 20295829</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective: 10-01-2012</td>
</tr>
<tr>
<td>PID: 5V1 N41 R1X</td>
</tr>
<tr>
<td>Expiration: 10-01-2013</td>
</tr>
</tbody>
</table>

Current Policy Balance

Renewal: 08-16-2013

Premium Change: 08-16-2013

<table>
<thead>
<tr>
<th>Renewal</th>
<th>Premium Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,717.00</td>
<td>79.97</td>
</tr>
</tbody>
</table>

Current Policy Balance

<table>
<thead>
<tr>
<th>Current Balance</th>
<th>Minimum Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,796.97</td>
<td>3,796.97</td>
</tr>
</tbody>
</table>
**TARA CDD 1**
**SUPERVISORS PAY REQUEST**

**Date of Meeting:** August 27, 2013

$260

<table>
<thead>
<tr>
<th>Name of Board Supervisor</th>
<th>Check if present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Mojica</td>
<td>X</td>
</tr>
<tr>
<td>John Schmidt</td>
<td>X</td>
</tr>
<tr>
<td>Dan Powers</td>
<td>X</td>
</tr>
<tr>
<td>Beth Bond</td>
<td>X</td>
</tr>
<tr>
<td>Michael Dyer</td>
<td>X</td>
</tr>
</tbody>
</table>

- Via Conf Call
- Via Skype

*All present to be paid.*

AUG 28 2013

Date: 8/26

DM Approval: [Signature]

Date Effective: AUG 28 2013

Fund: 5100 OC 1101

Check #
THE PRESERVE AT TARA

For service at:
7340 TARA PRESERVE OFC
BRADENTON FL 34203-8036

News from Comcast

Our customers tell us they appreciate being informed when their Comcast Cable service is past due. It is often just an oversight. Our records show that your bill has not been paid as of 09-01-13. By paying promptly you can avoid the $3.50 late fee that will be assessed on your account. If you have mailed this payment, we thank you, and please disregard this notice.

Welcome to Comcast Cable. We hope you are enjoying your new services and we want to do all we can to ensure you have an outstanding experience. You can find all the answers to your questions about your service by visiting www.business.comcast.com
<http://www.business.comcast.com> or by calling 1-800-391-3000

 Account Number 15515 416139-01-5
 Billing Date 09/01/13
 Unpaid Balance $178.94 - Due Now
 New Charges $178.94 - Due 09/17/13
 Total Amount Due $357.88

---

Monthly Statement Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>178.94</td>
</tr>
<tr>
<td>Payments - received by 09/01/13</td>
<td>0.00</td>
</tr>
<tr>
<td>Unpaid Balance - Due Now</td>
<td>178.94</td>
</tr>
<tr>
<td>New Charges - Due by 09/17/13</td>
<td>178.94</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$357.88</td>
</tr>
</tbody>
</table>

---

New Charges Summary

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comcast High-Speed Internet</td>
<td>84.85</td>
</tr>
<tr>
<td>Comcast Digital Voice®</td>
<td>83.08</td>
</tr>
<tr>
<td>Taxes, Surcharges &amp; Fees</td>
<td>11.01</td>
</tr>
<tr>
<td>Total New Charges</td>
<td>$178.94</td>
</tr>
</tbody>
</table>

---

Account Number 15515 416139-01-5
Payment Due by Due Now
Total Amount Due $357.88
Amount Enclosed $178.94

Make checks payable to Comcast

Comcast Communications
PO BOX 105257
ATLANTA GA 30348-5257

15515 416139 01 5 1 035788
## Service Details

<table>
<thead>
<tr>
<th>Account Number</th>
<th>15515 416139-01-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Date</td>
<td>09/01/13</td>
</tr>
<tr>
<td>Unpaid Balance</td>
<td>$178.94 - Due Now</td>
</tr>
<tr>
<td>New Charges</td>
<td>$178.94 - Due 09/17/13</td>
</tr>
<tr>
<td>Total Amount Due</td>
<td>$357.88</td>
</tr>
</tbody>
</table>

### Comcast High-Speed Internet

<table>
<thead>
<tr>
<th>BusClass</th>
<th>Standard</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet</td>
<td>09/14 - 10/13</td>
<td>59.95</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1 Additional IP</th>
<th>09/14 - 10/13</th>
<th>14.95</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Fee</td>
<td>09/14 - 10/13</td>
<td>9.95</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Comcast High-Speed Internet** $84.85

### Detail at www.comcast.com/viewbill

| Total Comcast Digital Voice | $83.08 |

### For Telephone(s):

<table>
<thead>
<tr>
<th>Number</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(941)753-1884</td>
<td>09/14 - 10/13</td>
<td>39.95</td>
</tr>
<tr>
<td>(941)756-2416</td>
<td>09/14 - 10/13</td>
<td>39.95</td>
</tr>
</tbody>
</table>

### Primary Voice Line

<table>
<thead>
<tr>
<th>Includes Voicemail</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/14 - 10/13</td>
<td>39.95</td>
</tr>
</tbody>
</table>

### Voice Add'l Line

<table>
<thead>
<tr>
<th>Without Voicemail</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/14 - 10/13</td>
<td>39.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Universal</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/14 - 10/13</td>
<td>2.68</td>
</tr>
</tbody>
</table>

### Digital Voice

<table>
<thead>
<tr>
<th>State Communications Services Tax</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/14 - 10/13</td>
<td>7.58</td>
</tr>
</tbody>
</table>

### Local Communications Services Tax

<table>
<thead>
<tr>
<th>911 Fees</th>
<th>Start/End</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>09/14 - 10/13</td>
<td>1.00</td>
</tr>
</tbody>
</table>

**Total Taxes, Surcharges & Fees** $11.01

**Your responsibilities Concerning Billing Questions.**
Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Comcast within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

Please send all correspondence regarding your account to:
COMCAST - Eastlinks Ctr
12641 Corporate Lakes Dr
Fort Myers, FL 33913-7907

---

### Five Easy Payment Options:

1. Mail - no fee
2. Electronic Funds Transfer - no fee
3. Online - www.comcast.com checks only - no fee
4. Service Center (nearest you) - no fee
5. Make a payment over the phone - $5.99 convenience fee

**Hearing / Speech Impaired Call 711**

---

**Call Us First For Service, 941-371-6700. Unresolved Issues Regarding Comcast Cable Service May be directed To:**
FI Dept. of Agriculture And Consumer Services, 1-800-HELP-FLA. Again, please call us first at 941-371-6700.

### Payment Locations

- **Sarasota**
  - M-F 8AM-7PM, Sat 9AM-3PM
- **Venice**
  - 214 Miami Ave, Venice
- **Charlotte**
  - M-F 8AM-6PM, Sat 9AM-3PM
- **Pt Charlotte**
  - 22266 Edgewater Dr, Pt Charlotte
- **Lake Wales**
  - M-F 8AM-6PM
- **Sebring**
  - 3010 Herring Ave, Sebring
- **Lake Wales**
  - M-F 8:30AM-5PM
- **Fort Myers**
  - 2037 State Road 60 E, Lake Wales
  - M-F 8:30AM-5PM

---

**10**
Check Request

Amount: $8.58
Date: 9/03/13
Payable to: FL Department of Revenue
Address: 5050 W. Tennessee St.
Tallahassee, FL 32399-0120
Reason: Sales Tax for Clubhouse Rentals & Pool Keys- August 2013
Requestor: Joy Blocker
Instructions: Must be postmarked by the 20th

Approved by

001-23000 8.58 SEP 03 2013
001-20200 8.58

Date Rec'd Dist Office: 9/3
DM Approval: SEP 4 2013
Date Entered: SEP 04 2013
Fund: GL
Check #:
Florida Sales and Use Tax Return
Collection Period: AUG 2013

Location/Mailing Address Changes:
New Location Address:

Telephone Number: ( )
New Mailing Address:

Amount Due From Line 9: $131.42
On Reverse Side: [ ]
Check here if payment was made electronically.

Due: SEP 31 2013
Late After: SEP 30 2013
0500 O 20130831 0001003843 0 4000001566 7691 3

Sales (rate 6.5%) [ ] $131.42 [ ]
Sales Non-Resident (rate 6.5%) [ ] $0.00 [ ]
Sales Purchases [ ] $0.00 [ ]
Sale/Return of title [ ] $0.00 [ ]
Sales Collected [ ] $0.00 [ ]
Discretionary Sales Surplus [ ] $0.00 [ ]
Adjustments [ ] $0.00 [ ]

Discretionary Sales Surplus Information:
A. Tot Discretionary Sales Surplus Collected [ ] $0.00 [ ]
B. Tot Discretionary Sales Surplus [ ] $0.00 [ ]

E-file/E-pay to receive collection allowance

Under penalties of perjury, I declare that I have read this return and the facts printed on it are true.

Signature of Preparer: [ ]
Date: [ ]
Telephone 1: ( ) 787-3487
Telephone 2: [ ]

Under penalties of perjury, I declare that I have read this return and the facts printed on it are true.

Signature of Preparer: [ ]
Date: [ ]
Telephone 1: [ ]
Telephone 2: [ ]

Discretionary Sales Surplus Information:
A. Tot Discretionary Surplus Collected [ ] $0.00 [ ]
B. Tot Discretionary Surplus [ ] $0.00 [ ]

E-file/E-pay to receive collection allowance

Please do not fold or staple.
<table>
<thead>
<tr>
<th>Acct Number</th>
<th>Inv Date</th>
<th>Due Date</th>
<th>Amount</th>
<th>Period Covered</th>
<th>Location</th>
<th>GL Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>17660-99361</td>
<td>9/9/2013</td>
<td>10/8/2013</td>
<td>$428.09</td>
<td>8/07/13-09/09/13</td>
<td>7141 Tara Preserve - Irr</td>
<td>4300</td>
</tr>
<tr>
<td>01677-80412</td>
<td>9/11/2013</td>
<td>10/10/2013</td>
<td>$646.20</td>
<td>08/09/13-09/11/13</td>
<td>Street Lights</td>
<td>4300</td>
</tr>
<tr>
<td>02155-56012</td>
<td>9/11/2013</td>
<td>10/10/2013</td>
<td>$1,348.60</td>
<td>08/09/13-09/11/13</td>
<td>6602 Tailfeather Way</td>
<td>4300</td>
</tr>
<tr>
<td>21608-40237</td>
<td>9/13/2013</td>
<td>10/14/2013</td>
<td>$14.32</td>
<td>08/13/13-09/13/13</td>
<td>6375 Tara Blvd</td>
<td>4300</td>
</tr>
<tr>
<td>77477-95121</td>
<td>9/13/2013</td>
<td>10/14/2013</td>
<td>$22.90</td>
<td>08/13/13-09/13/13</td>
<td>6795 Tailfeather Way</td>
<td>4300</td>
</tr>
<tr>
<td>82421-21235</td>
<td>9/13/2013</td>
<td>10/14/2013</td>
<td>$43.26</td>
<td>08/13/13-09/13/13</td>
<td>6751 Tailfeather Way</td>
<td>4300</td>
</tr>
<tr>
<td>99787-71237</td>
<td>9/13/2013</td>
<td>10/14/2013</td>
<td>$52.13</td>
<td>08/13/13-09/13/13</td>
<td>7340 Tara Preserve - Pool</td>
<td>4304</td>
</tr>
<tr>
<td>55553-88430</td>
<td>9/9/2013</td>
<td>10/8/2013</td>
<td>$611.73</td>
<td>8/07/13-09/09/13</td>
<td>7141 Tara Preserve - Irr</td>
<td>4300</td>
</tr>
</tbody>
</table>

**UTILITY SERVICES**

**RECREATIONAL FACILITIES**

<table>
<thead>
<tr>
<th>Acct Number</th>
<th>Amount</th>
<th>GL Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 53100 4300</td>
<td>$2,602.42</td>
<td>4300</td>
</tr>
<tr>
<td>001 53100 4304</td>
<td>$611.73</td>
<td>4304</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,214.15</strong></td>
<td></td>
</tr>
</tbody>
</table>
**Electric Statement**

- **Account number:** 17660-99061
- **Statement date:** Sep 09 2013
- **Next meter reading:** Oct 03 2013

### Amount of your last bill

<table>
<thead>
<tr>
<th>Payments (–)</th>
<th>Additional activity (+ or –)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe (=)</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>356.21</td>
<td>0.00</td>
<td>0.00</td>
<td>428.09</td>
<td>$428.09</td>
<td>Sep 30 2013</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

- **Rent reading:** 39000
- **Prior reading:** 28393
- **Usage:**
  - **Energy usage:** 4507
  - **This month:** 3651
  - **Per day:** 118
  - **Total:** 33

### Electric service amount includes the following charges:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter charge</td>
<td>$7.13</td>
</tr>
<tr>
<td>Electric service amount 1</td>
<td>$133.23</td>
</tr>
<tr>
<td>Electric service amount 2</td>
<td>$413.07*</td>
</tr>
<tr>
<td>Gross receipts tax</td>
<td>10.70</td>
</tr>
<tr>
<td>Total new charges</td>
<td>$428.09</td>
</tr>
</tbody>
</table>

### Total amount you owe

- **Total amount you owe:** $428.09

- **Budget Billing:**
  - Enroll now in Budget Billing by paying $383.45 in 1 payment by the due date instead of $428.09.
  - Your bill will be about the same each month & year-round.
  - Learn more at www.FPL.com/budgetbilling.

- **Payment received after November 27, 2013 is considered LATE; a late payment charge of 1% will apply.**
- **Get more than a bird’s eye view of your energy use and save your business up to $500 a year.**

---

*Note: All amounts are in USD.*
Your electric statement
For: Aug 07 2013 to Sep 09 2013 (33 days)
Customer name: TARA COMMUNITY DEVELOPMENT
Service address: 6287 WINGSPAN WAY # IRR

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (+)</th>
<th>New charges (+)</th>
<th>Total amount you owe (+)</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.70</td>
<td>10.70 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>14.78</td>
<td>$14.78</td>
<td>Sep 30 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

**The electric service amount includes the following charges:**
- Customer charge: $7.13
- Fuel: $2.38 ( $0.023860 per kWh)
- Non-fuel: $4.84 ( $0.000510 per kWh)

**New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)**
- Electric service amount: 14.33**
- Storm charge: 0.08
- Gross receipts tax: 0.37

**Total new charges: $14.78**

**Total amount you owe: $14.78**

- Payment received after November 27, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird’s eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/ProjProject

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTHAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com
TARA COMMUNITY DEVELOPMENT  
DISTRICT #1 
9530 MARKETPLACE RD STE 206  
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL  
GENERAL MAIL FACILITY  
MIAMI FL 33188-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>82905-81324</td>
<td>$32.14</td>
<td>Sep 30 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

**METER READER** - 020855
**Previous reading** - 018209
**kWh used** - 226
**Energy usage** - Last Year
- this month: 267 226
- vice days: 31 133
- per day: 9 8

**Your electric statement**
- Aug 07 2013 to Sep 09 2013 (33 days)
- Meter name: TARA COMMUNITY DEVELOPMENT
- Vice address: 6021 WINGSPAN WAY #PUMP

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (-)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe (=)</th>
<th>New charges due by</th>
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<td>30.11</td>
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<td>0.00</td>
<td>32.14</td>
<td>$32.14</td>
<td>Sep 30 2013</td>
</tr>
</tbody>
</table>

**TER READING** - Meter ACD5933

**Next meter reading** - Oct 08 2013

- Amount of your last bill: 30.11
- Payment received - Thank you: 30.11 CR
- Balance before new charges: $0.00
- **New charges** (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)
  - Electric service amount: 31.08**
  - Storm charge: 0.28
  - Gross receipts tax: 0.80

**Total new charges** = $32.14
**Total amount you owe** = $32.14

- Payment received after November 27, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird's eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-266-3543
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com

**RECEIVED**

SEP 16 2013

Date: 

Date approved: 

Date entered:

Customer: 

Account: 

Please enter your account number ready when contacting FPL.
Please request changes on the back. Notes on the front will not be detected.

TARA COMMUNITY DEVELOPMENT
DISTRICT #1
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Account number: 01677-60412
Statement date: Sep 11 2013
Next bill date: Oct 10 2013

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (+)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (-)</th>
<th>New charges (+)</th>
<th>Total amount you owe (+)</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>650.94</td>
<td>650.94 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>646.20</td>
<td>646.20</td>
<td>Oct 02 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

Total kWh used: 1476

Energy usage

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kwh this month: 1476</td>
<td>1476</td>
</tr>
<tr>
<td>Service days: 33</td>
<td>33</td>
</tr>
<tr>
<td>Kwh per day: 45</td>
<td>45</td>
</tr>
</tbody>
</table>

**The electric service amount includes the following charges:**
Non-fuel energy charge: $0.029982 per kWh
Fuel charge: $0.029982 per kWh

Amount of your last bill: 650.94
Payment received - Thank you: 650.94 CR
Balance before new charges: $0.00

**New charges (Rate: SL-1 STREET LIGHTING SERVICE)**
- Electric service amount: 633.73**
- Storm charge: 10.06
- Gross receipts tax: 2.41

Total new charges: $646.20

**Total amount you owe:** $646.20

- Payment received after December 02, 2013 is considered LATE; a late payment charge of 0.395933% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- Get more than a bird’s eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

FPL GENERAL MAIL FACILITY
MIAMI FL 33186-0001

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com

17
**Detail of Rate Schedule Charges for Street Lights**

Account Number: 01677-69412  
Service From: 08-01-2013  
Service To: 09-11-2013  
Service Days: 33  
KWH/Day: 45

**Service Address:** STREET LIGHTS # TARA CD DIST, BRADENTON FL 34203

<table>
<thead>
<tr>
<th>COMPONENT CODE</th>
<th>WATTS</th>
<th>LUMENS</th>
<th>OWNER/MAINT</th>
<th>QUANTITY</th>
<th>RATE/UNIT</th>
<th>KWH USED</th>
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</tr>
</thead>
<tbody>
<tr>
<td>HPS0100</td>
<td>100</td>
<td>9500</td>
<td>F</td>
<td>38</td>
<td>1.020000</td>
<td>1,476</td>
<td>36.72</td>
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<tr>
<td></td>
<td>Energy</td>
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<td>3.840000</td>
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<td>Non-energy</td>
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<td>Maintenance</td>
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</tr>
</tbody>
</table>

Energy sub total 36.72  
Non-energy sub total 549.96

Sub total 1,476 586.68

Energy conservation cost recovery 2.20
Capacity payment recovery charge 3.75
Environmental cost recovery charge 1.31

Storm charge 10.08  
Fuel charge 33.79  
Electric service amount 643.79  
Gross receipts tax 2.41

Total 1,476 646.20

* F - FPL OWNS & MAINTAINS  E - CUSTOMER OWNS & MAINTAINS  R - CUSTOMER OWNS, FPL RELAMPS

Print Date: September 11, 2013
TARA COMMUNITY DEVELOPMENT
DISTRICT #1
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds and mail along with this coupon to:
FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>02155-36012</td>
<td>$1,348.60</td>
<td>Oct 02 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

Your electric statement
For: Aug 09 2013 to Sep 11 2013 (33 days)
Customer name: TARA COMMUNITY DEVELOPMENT
Service address: STREET LIGHTS # TARA CDD

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (-)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe (=)</th>
<th>New charges due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,359.32</td>
<td>1,359.32 CR</td>
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<td>0.00</td>
<td>1,348.60</td>
<td>$1,348.60</td>
<td>Oct 02 2013</td>
</tr>
</tbody>
</table>

Total kWh used 3341

Energy usage

<table>
<thead>
<tr>
<th>Last Year</th>
<th>This Year</th>
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</thead>
<tbody>
<tr>
<td>kWh this month</td>
<td>3341</td>
</tr>
<tr>
<td>Service days</td>
<td>33</td>
</tr>
<tr>
<td>kWh per day</td>
<td>101</td>
</tr>
</tbody>
</table>

**The electric service amount includes the following charges:**
Non-fuel energy charge: $0.029640 per kWh
Fuel charge: $0.026960 per kWh

- Payment received after December 02, 2013 is considered LATE; a late payment charge of 1% will apply.
- Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.
- Get more than a bird's eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

SEP 16 2013
M approval
Date
Went

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-3454
Outside Florida: 1-800-298-3455
To report power outages: 1-800-4OUTHAGE (486-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com
# Detail of Rate Schedule Charges for Street Lights

**Account Number:** 02155-36012  
**Service From:** 08-09-2013  
**Service To:** 09-11-2013  
**Service Days:** 33  
**KWH/Day:** 101

**Service Address:** STREET LIGHTS # TARA CDD, BRADENTON FL 34203

<table>
<thead>
<tr>
<th>COMPONENT CODE</th>
<th>WATTS</th>
<th>LUMENS</th>
<th>OWNER/MAINT</th>
<th>QUANTITY</th>
<th>RATE/UNIT</th>
<th>KWH USED</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<td>(Fixtures)</td>
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<tr>
<td>(Fixtures)</td>
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</tr>
</tbody>
</table>

* F - FPL OWNS & MAINTAINS  
  E - CUSTOMER OWNS & MAINTAINS  
  R - CUSTOMER OWNS, FPL RELAMPS

Print Date: September 11, 2013
Service Address: STREET LIGHTS # TARA CDD, BRADENTON FL 34203

<table>
<thead>
<tr>
<th>COMPONENT CODE</th>
<th>WATTS</th>
<th>LUMENS</th>
<th>OWNER/MAINT</th>
<th>QUANTITY</th>
<th>RATE/UNIT</th>
<th>KWH USED</th>
<th>AMOUNT</th>
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</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Energy sub total: 83.22
Non-energy sub total: 1,130.83
Sub total: 3,341 1,213.35

Energy conservation cost recovery: 4.98
Capacity payment recovery charge: 8.49
Environmental cost recovery charge: 2.97
Storm charge: 22.79
Fuel charge: 90.07
Electric service amount: 1,343.15
Gross receipts tax: 5.45

Total: 3,341 1,348.60

* F - FPL OWNS & MAINTAINS  E - CUSTOMER OWNS & MAINTAINS  R - CUSTOMER OWNS, FPL RELAMPS

Print Date: September 11, 2013
### Our Electric Statement

- **Account number:** 21606-40237
- **Statement date:** Sep 13 2013
- **Next meter reading:** Oct 14 2013
- **Total amount you owe:** $14.32
- **New charges due by:** Oct 04 2013

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments ((\pm))</th>
<th>Additional activity ((\pm) or -)</th>
<th>Balance before new charges ((=))</th>
<th>New charges ((\pm))</th>
<th>Total amount you owe ((=))</th>
<th>New charges due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.13</td>
<td>16.13 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>14.32</td>
<td>$14.32</td>
<td>Oct 04 2013</td>
</tr>
</tbody>
</table>

- **Account number:** 21606-40237
- **Statement date:** Sep 13 2013
- **Next meter reading:** Oct 14 2013

- **Amount of your last bill:** 16.13
- **Payment received - Thank you:** 16.13 CR
- **Balance before new charges:** 0.00
- **New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS):**
  - Electric service amount: 13.89**
  - Storm charge: 0.07
  - Gross receipts tax: 0.36

- **Total new charges:** $14.32

- **Total amount you owe:** $14.32

---

**Please have your account number ready when contacting FPL.**
- **Customer service:** 1-800-375-2434
- **Outside Florida:** 1-800-226-3545
- **To report power outages:** 1-800-4CUTAGE (469-8243)
- **Hearing/speech impaired:** 711 (Relay Service)
- **Online at:** www.FPL.com
TARA COMMUNITY DEVELOPMENT
DISTRICT #1
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

FPL
GENERAL MAIL FACILITY
MIAMI FL 33186-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>77477-96121</td>
<td>$22.90</td>
<td>Oct 04 2013</td>
<td></td>
</tr>
</tbody>
</table>

Your electric statement
For: Aug 13 2013 to Sep 13 2013 (31 days)
Customer name: TARA COMMUNITY DEVELOPMENT
Service address: 6375 TARA BLVD

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (+)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (**)</th>
<th>New charges (+)</th>
<th>Total amount you owe (**=)</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
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<tr>
<td>22.33</td>
<td>22.33 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>22.90</td>
<td>$22.90</td>
<td>Oct 04 2013</td>
<td></td>
</tr>
</tbody>
</table>

Meter reading - Meter ACD046S
Current reading: 01678
Previous reading: -01511
KWh used: 167
Energy usage:
KWh this month: 160
Service days: 30
KWh per day: 5

**The electric service amount includes the following charges:
Customer charge: $7.13
Fuel: $4.94 ($0.03650 per KWh)
Non-fuel: $10.10 ($0.60510 per KWh)

Amount of your last bill: 22.33
Payment received - Thank you: 22.33 CR
Balance before new charges: $0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)
Electric service amount: 22.17**
Storm charge: 0.16
Gross receipts tax: 0.57
Total new charges: $22.90

Total amount you owe: $22.90

Payment received after December 03, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird's eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

Please have your account number ready when contacting FPL:
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com

Set 1/2 2013
App. date
T. entered
CG
TARA COMMUNITY DEVELOPMENT
DISTRICT #1
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL. In U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>92421-21235</td>
<td>$43.26</td>
<td>Oct 04 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

Our electric statement

From: Aug 13 2013 to Sep 13 2013 (31 days)
Customer name: TARA COMMUNITY DEVELOPMENT
Service address: 6795 TARA BLVD # IRR

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (-)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe (=)</th>
<th>New charges due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>53.37</td>
<td>53.37 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>43.26</td>
<td>$43.26</td>
<td>Oct 04 2013</td>
</tr>
</tbody>
</table>

Meter reading - AC12670

<table>
<thead>
<tr>
<th>Front reading</th>
<th>Previous reading</th>
<th>This reading</th>
</tr>
</thead>
<tbody>
<tr>
<td>08193</td>
<td>07808</td>
<td>07865</td>
</tr>
</tbody>
</table>

Energy usage

<table>
<thead>
<tr>
<th>Year</th>
<th>Last Year</th>
<th>This Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>939</td>
<td>385</td>
<td>385</td>
</tr>
</tbody>
</table>

Three days: 30
Three per day: 31

The electric service amount includes the following charges:

- Stover charge: 7.13
- Life: 11.38
- (0.028550 per kWh)
- n-fuel: 23.30
- (0.066510 per kWh)

Amount of your last bill
53.37
Payment received - Thank you
53.37 CR
Balance before new charges
0.00

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

- Electric service amount: 41.81
- Storm charge: 0.37
- Gross receipts tax: 1.08

Total new charges
$43.26
Total amount you owe
$43.26

- Payment received after December 03, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird's eye view of your energy use and save your business up to $50 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

Please have your account number ready when contacting FPL.
Customer service: 1-800-975-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay-Service)
Online at: www.FPL.com
TARA COMMUNITY DEVELOPMENT
DISTRICT #1
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>99787-71237</td>
<td>$52.13</td>
<td>Oct 04 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

Your electric statement
For: Aug 13 2013 to Sep 13 2013 (31 days)
Customer name: TARA COMMUNITY DEVELOPMENT
Service address: 8751 TAILFEATHER WAY # IRR
Statement date: Sep 13 2013
Next meter reading: Oct 14 2013

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (-)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe ($)</th>
<th>New charges due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>38.49</td>
<td>36.49 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>52.13</td>
<td>52.13</td>
<td>Oct 04 2013</td>
</tr>
</tbody>
</table>

**The electric service amount includes the following charges:**
- Customer charge: $7.13
- Fuel: $14.19 (rate: $0.029690 per kWh)
- Non-fuel: $29.05 (rate: $0.060510 per kWh)

- Payment received after December 03, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird’s eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com
## TARA COMMUNITY DEVELOPMENT
DISTRICT #1
2530 MARKETPLACE RD STE 206
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

<table>
<thead>
<tr>
<th>Account number</th>
<th>Total amount you owe</th>
<th>New charges due by</th>
<th>Amount enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>55553-58430</td>
<td>$611.73</td>
<td>Sep 30 2013</td>
<td>$</td>
</tr>
</tbody>
</table>

### Our Electric Statement

**Statement date:** Sep 09 2013  
**Next meter reading:** Oct 08 2013

<table>
<thead>
<tr>
<th>Amount of your last bill</th>
<th>Payments (-)</th>
<th>Additional activity (+ or -)</th>
<th>Balance before new charges (=)</th>
<th>New charges (+)</th>
<th>Total amount you owe (=)</th>
<th>New charges due by</th>
</tr>
</thead>
<tbody>
<tr>
<td>526.81</td>
<td>526.81 CR</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>$611.73</td>
<td>Sep 30 2013</td>
</tr>
</tbody>
</table>

**Meter reading:** 6EL8125

- **Front meter reading:** 09159
- **Previous reading:** 02829
- **h used:** 6330

- **kW used:** 25
- **kW usage:**
  - This Year: 6258
  - Last Year: 6330
- **kwh usage:**
  - this month: 6258
  - total: 6330
  - days: 31
  - per day: 201

- **Electric service amount** includes the following charges:
  - **Customer charge:** $18.89
  - **Total:** $167.11
  - **kwh:** $2.02/3500 per kWh
  - **kwh:** $24.83
  - **kwh:** $273.50

**Amount of your last bill** 526.81

- **Payment received - Thank you** 526.81 CR
- **Balance before new charges** $0.00

**New charges (Rate: GSD-1 GENERAL SERVICE DEMAND)**

- **Electric service amount** 064.07**
- **On call credit** 12.00 CR
- **Storm charge** 4.37
- **Gross receipts tax** 15.29

**Total new charges** $811.73

**Total amount you owe** $611.73

- Payment received after November 27, 2013 is considered LATE; a late payment charge of 1% will apply.
- Get more than a bird’s eye view of your energy use and save your business up to $500 a year. We can help you change the current way you use energy and make your bill even lower at: FPL.com/PetProject

---

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com
**Invoice**

Invoice Number: 2334  
Invoice Date: Aug 25, 2013  
Page: 1

---

**Sold To:**

Tara Community Development District  
Attn: Accounts Payable  
3434 Collwell Avenue Suite 200  
Tampa, FL 33614

Billing Questions: 941-755-3536  
Fax: 941-752-5757

---

**Payment Terms**  
<table>
<thead>
<tr>
<th></th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Due</td>
<td>Sep 6, 2013</td>
</tr>
</tbody>
</table>

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**Quantity**  
**Description**  
Clear Pond 10 downstream channel to achieve positive drainage on 8/24/13

**Unit Price**  
390.00

---

**Authorized for Payment:**

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Pond 10 downstream channel to achieve positive drainage on 8/24/13</td>
<td>390.00</td>
<td>390.00</td>
</tr>
</tbody>
</table>

**Subtotal**  
390.00

**Sales Tax**  
390.00

**Total Invoice Amount**  
390.00

**Payment/Credit Applied**

**TOTAL**  
390.00

---

Check No. 27
Sold To:
Tampa Community Development District
Attn: Accounts Payable
3434 Colwell Avenue Suite 200
Tampa, FL 33614

Billing Questions: 941-755-3536
Fax: 941-752-5757

FLORIDA LAWNpros, Inc.
8466 Lockwood Ridge Rd
Sarasota, FL 34243

Payment Terms | Due Date
--- | ---
Net Due | Sep 13, 2013

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work performed 8/31/13 As per District Engineer</td>
<td>Clear downstream channel at Lake 16</td>
<td>675.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 21</td>
<td>525.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 26</td>
<td>475.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 31</td>
<td>800.00</td>
<td></td>
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<tr>
<td></td>
<td>Clear downstream channel at Lake 32</td>
<td>490.00</td>
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<tr>
<td></td>
<td>Clear downstream channel at Lake 38</td>
<td>480.00</td>
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</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 40</td>
<td>715.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 41</td>
<td>425.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear downstream channel at Lake 3</td>
<td>725.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommended for Payment:

[Signature]

Date: 9/13/13

Rick Schappacher, P.E., District Engineer

Subtotal: 5,310.00
Sales Tax: 
Total Invoice Amount: 5,310.00
Payment/Credit Applied: 
TOTAL: 5,310.00

Check No.
**Invoice**

Invoice Number: 2339  
Invoice Date: Sep 9, 2013  
Page: 1

**FLORIDA LAWNpros, Inc.**  
8466 Lockwood Ridge Rd  
Sarasota, FL 34243

Sold To:  
Tara Community Development District  
Attn: Accounts Payable  
3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Billing Questions: 941-755-3536  
Fax: 941-752-5757

---

**Payment Terms**  
Net Due  
Due Date: Sep 30, 2013

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Work performed September 7-9-2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake Repair as per District Engineer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Repair weir breaches, erosion, downstream channels as proposed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 30</td>
<td>1,300.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 36</td>
<td>900.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 1</td>
<td>3,600.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 3</td>
<td>3,100.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 3 - deduction for previously billed downstream channel clearing see invoice 2338</td>
<td>-725.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lake 5</td>
<td>2,950.00</td>
<td></td>
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</tbody>
</table>

**Recommended for Payment**  
Rick Schappacher, P.E., District Engineer  
Date: 9/10/13

Subtotal | 11,125.00  
Sales Tax |  
Total Invoice Amount | 11,125.00  
Payment/Credit Applied |  
TOTAL | 11,125.00

Check No.
FLORIDA LAWNpros, Inc.  
8466 Lockwood Ridge Rd  
Sarasota, FL 34243

Sold To: Tara Community Development District  
Attn: Accounts Payable  
3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Billing Questions: 941-755-3536  
Fax: 941-752-5757

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Due</td>
<td>Aug 31, 2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Landscape Maintenance Service as per contract</td>
<td>14,316.66</td>
<td></td>
</tr>
</tbody>
</table>

Received  
AUG 2 2 2013

YM approval: MEL Date 8/20  
Date entered: AUG 2 8 2013  
Fund: C1 GL 538.00 C14.00  
Check #:  

Subtotal  
Sales Tax  
Total Invoice Amount  
Payment/Credit Applied  
**TOTAL**  

Check No.
Billing Address:
Tara Community
7340 Tara Preserve Lane
Bradenton, FL 34203

Service Address:
Tara Community
7340 Tara Preserve Lane
Bradenton, FL 34203

This invoice is due upon receipt to keep your pool construction moving to the next phase. This amount must be paid in full per your contract. Thank you.

<table>
<thead>
<tr>
<th>Customer ID:</th>
<th>Customer P.O. / Job Number:</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONT101</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Draws Per Contract</th>
<th>Draw Due Now</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draw One - Deposit due upon signing</td>
<td>7,925.00</td>
<td>7,925.00</td>
</tr>
<tr>
<td>Draw Two - Due upon completion</td>
<td>7,925.00</td>
<td></td>
</tr>
</tbody>
</table>

Check/Credit Memo No:

Subtotal 7,925.00
Payment/Credit Applied 7,925.00
Total Invoice Amount 7,925.00
TOTAL 7,925.00

Overdue invoices are subject to late charges.
Kimes Engineering  
13410 2nd Ave NE  
Bradenton, FL 34212

**Invoice**

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/22/2013</td>
<td>1308040</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bill To</th>
</tr>
</thead>
</table>
| The Preserve at Tara CDD  
7340 Tara Preserve Ln  
Bradenton FL 34203 |

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE PRESERVE AT TARA - COMMERCIAL POOL AND SPA EQUIPMENT MODIFICATIONS</td>
<td>400.00</td>
</tr>
<tr>
<td>PROVIDE REVISED MODIFICATION PLANS TO INCLUDE AUTOMATION</td>
<td></td>
</tr>
</tbody>
</table>

**Aug 29 2013**

Date Rec'd Dist Office: **9/4**  
DM Approval: **SEP 8 4 2013**  
Date Entered: **8/1/3**  
Fund: **301**  
Check #: **51300**  
OC: **3103**

**Total** $400.00

Please call 941-749-0311 if you have any questions.
The Preserve at Tara CDD
Pool and Spa Equipment Modifications

Proposed Services for the following project:
Provide plans suitable for bid and permitting of the equipment modifications for the existing pool and spa. The design will be according requirements of Rule 64E-9, F.A.C., Florida's commercial pool code, and the Florida Building Code.

The following items are included:
(1) Site visit to view existing pool and spa equipment and plumbing system (Done 5/2/2013)
(2) Nine sets of signed and sealed drawings suitable for permitting by the local building department and State Department of Health for the pool and spa equipment modifications
(3) One final inspection of the subject pool and spa upon completion
(4) Four signed and sealed certification of completion/operating applications, form DH 918 and three as-built plans for each of the pool and spa

The following is not included unless specified:
(a) Additional on-site meetings with owners, or government officials
(b) Bid coordination
(c) Construction coordination
(d) Site visits during construction
(e) Any building department, health department, DEP or other permitting fees
(f) Structural engineering review and specifications if the project involves structures other than in-ground concrete pools or pools
(g) Preparation of a Department of Environmental Protection application or other information for construction activities seaward of the Coastal Construction Control Line.

FEES:
(1) $1,500 - Items 1 and 2 above
(2) $400 - Items 2 and 3 above

This quote valid for 30 days.

Payment is to be made as follows:
1. $1,500 due on delivery of plans
2. $400 due on delivery of DH 918 operating applications and as-built plans

Owner agrees to provide all necessary information including but not limited to: intended outcome of project, and additional information or details desired for inclusion on the construction plans.

In the event that the Owner wishes to cancel or delay the project then the Owner is to give notice, in writing, to Kimes Engineering and pay all charges to date.

All plans offered by Kimes Engineering are the property of Kimes Engineering whose signature and embossed seal appear on the official record set. In the event that the project is stopped prior to permitting the plans will be the property of the person(s) that has compensated Kimes Engineering for all charges to date.

13410 2nd Avenue NE/Bradenton, Florida 34212 / 941-749-0311

Jun 18 13 12:12p
941.763.4716

33
<table>
<thead>
<tr>
<th>FROM DATE</th>
<th>TO DATE</th>
<th>DAYS</th>
<th>DESCRIPTION</th>
<th>PREVIOUS READING</th>
<th>PRESENT READING</th>
<th>USAGE X 100 = GAL</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/18</td>
<td>08/17</td>
<td>30</td>
<td>Previous Balance:</td>
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<td></td>
<td></td>
<td>196.62</td>
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<td>Payments Received:</td>
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<td></td>
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<td>196.62</td>
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<td>Balance Forward:</td>
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<tr>
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<td>Wtr Com. Individual</td>
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<td>22</td>
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<td>Water Usage</td>
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<td>4.22</td>
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<td>Cost Of Basic Service</td>
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<td>30.45</td>
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<td>Cost Of Basic Service</td>
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<td>84.60</td>
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<td>F2_Com. Solid Waste</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial Can</td>
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<td>57.54</td>
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<td></td>
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<td>Total New Charges</td>
<td></td>
<td></td>
<td></td>
<td>186.14</td>
</tr>
</tbody>
</table>

**Total Amount Due:** $186.14

---

**COMM. IND. WATER HISTORY**

---

**FREE 19th Annual Children’s Summit is Sep. 21st from 8am – 2pm at the Bradenton Area Convention Center, Info at 749-3300... And DON'T FORGET rain barrels are available now for $33, info at 792-8811 or www.mymanatee.org.**

---

**SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**
Music & Sound Services, Inc.
4900 Manatee Avenue West
Suite 101
Bradenton, FL 34209

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>2167</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. No.</td>
<td></td>
</tr>
</tbody>
</table>

Bill To
Tara CDD
7340 Tara Preserve Lane
Bradenton, FL 34203

Ship To
Tara CDD, Clubhouse
7340 Tara Preserve Lane
Bradenton, FL 34203

<table>
<thead>
<tr>
<th>Date</th>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/19/2013</td>
<td>Net 10</td>
<td>9/20/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quan...</th>
<th>Description</th>
<th>Serviced</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Deposit for proposal MUSIC-0017.</td>
<td></td>
<td>495.11</td>
<td>495.11</td>
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WORK ORDER: 9-11-13

<table>
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<tr>
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<th>Diet Approval Date</th>
<th>Date Est'd.</th>
<th>Fund Code</th>
<th>Check #</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEP 11 2013</td>
<td>9/11</td>
<td>SEP 12 2013</td>
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</table>

Subtotal
$495.11

Sales Tax (6.5%)
$0.00

Payments/Credits
$0.00

Balance Due
$495.11

Phone #: (941)792-2256
Fax #: (941)896-3256
Web: www.musicandsoundservices.net
Email: contact.us@musicandsoundservices.net
**Involved**

**Date:** 9/1/2013  
**Invoice No.:** 15983

**Bill To**

TARA COMMUNITY DEVELOPMENT DISTRICT 1  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

<table>
<thead>
<tr>
<th>TERMS</th>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Upon Rec'd</td>
<td>916 - CDD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>
| DM   | PROFESSIONAL FEES:  
District Management Services  
Services for the period September 1, 2013 - September 30, 2013 | 3,907.50 | 3,907.50 |

**Received**  
AUG 26 2013

**Date: 8/26**

**Paid:**  
AUG 28, 2013

**GL:**  
51200, 50, 310

**Total:** $3,907.50
<table>
<thead>
<tr>
<th>Project Number</th>
<th>Terms</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>S100031</td>
<td>Due on receipt</td>
<td>Tara CDD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Serviced</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/14/2013</td>
<td>Discuss lake bank repairs with Joe Bratcher for critical items.</td>
<td>1</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>8/21/2013</td>
<td>Update with Joe Bratcher for lake bank repairs on golf course lakes.</td>
<td>0.5</td>
<td>150.00</td>
<td>75.00</td>
</tr>
<tr>
<td>8/26/2013</td>
<td>Discuss lake bank repairs with Joe Bratcher and summarize costs, print out documents for CDD meeting.</td>
<td>0.5</td>
<td>150.00</td>
<td>75.00</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Review agenda, print out pertinent documents and attend CDD meeting.</td>
<td>3</td>
<td>150.00</td>
<td>450.00</td>
</tr>
<tr>
<td>8/30/2013</td>
<td>Coordinate with Joe Bratcher on Lake 30 &amp; 36 repairs for SWFWMD re-certification. Print out invoice and recommend payment and forward to District Manager.</td>
<td>0.5</td>
<td>150.00</td>
<td>75.00</td>
</tr>
<tr>
<td>8/29/2013</td>
<td>CADD efforts to prepare Overall Lake Map for community</td>
<td>2.5</td>
<td>65.00</td>
<td>162.50</td>
</tr>
</tbody>
</table>

Make checks payable to Schappacher Engineering  
Thank you for your business  
Total $987.50
<table>
<thead>
<tr>
<th>Item #</th>
<th>Eff Date</th>
<th>Trn</th>
<th>Type</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>545933</td>
<td>10/01/13</td>
<td>MEM</td>
<td>PUBL</td>
<td>Package policy Tower Hill</td>
<td>$ 14,967.01</td>
</tr>
<tr>
<td>545934</td>
<td>10/01/13</td>
<td>MEM</td>
<td>PUBL</td>
<td>Public Officials Liability</td>
<td>$ 2,469.69</td>
</tr>
<tr>
<td>545935</td>
<td>10/01/13</td>
<td>MEM</td>
<td>PUBL</td>
<td>Workers Compensation</td>
<td>$ 4,000.00</td>
</tr>
</tbody>
</table>

**Invoice Balance:** $ 21,436.70

Please make check payable to Stahl & Associates, and remit directly to our office for processing. Thank you.
TARA COMMUNITY DEVELOPMENT DISTRICT  
c/o RIZZETTA & COMPANY, INC.  
3434 Colwell Ave., Suite 200  
Suite 206  
Tampa, FL 33614  

RE: General  

For Professional Services Rendered Through August 15, 2013

<table>
<thead>
<tr>
<th>Date</th>
<th>Person</th>
<th>Description of Services</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/18/2013</td>
<td>JMV</td>
<td>REVIEW EMAIL FROM J. KENNEDY RE: CDD FINANCIAL STATEMENTS.</td>
<td>0.3</td>
</tr>
<tr>
<td>07/18/2013</td>
<td>LH</td>
<td>FINALIZE QUARTERLY REPORT TO DISSEMINATION AGENT; EMAIL TO J. MCKAY AND G. BASS TRANSMITTING REPORT FOR FILING.</td>
<td>0.2</td>
</tr>
<tr>
<td>07/26/2013</td>
<td>JMV</td>
<td>REVIEW EMAIL FROM M. HUBER; TELEPHONE CALL WITH M. HUBER.</td>
<td>0.3</td>
</tr>
<tr>
<td>08/07/2013</td>
<td>JMV</td>
<td>REVIEW EMAIL FROM M. HUBER.</td>
<td>0.1</td>
</tr>
</tbody>
</table>

**Total Professional Services**  
0.9  
$185.50

**PERSON RECAP**

<table>
<thead>
<tr>
<th>Person</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JMV</td>
<td>0.7</td>
<td>$157.50</td>
</tr>
<tr>
<td>LH</td>
<td>0.2</td>
<td>$28.00</td>
</tr>
</tbody>
</table>
Total Services $185.50
Total Disbursements $0.00
Total Current Charges $185.50

PAY THIS AMOUNT $185.50

Please include Invoice Number on all Correspondence

RECEIVED
AUG 23 2013

Date Rec'd Hizzaria & Co., Inc. 7/24/13
DM approval 7/24/13
Date entered AUG 23 2013

Und. Co Gl. $40000 3(07)
total #
**Account Bill**

- **Account No.:** 1571V2167
- **Date of This Bill:** 09/11/13

**TOTAL BALANCE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$383.00</td>
<td></td>
</tr>
</tbody>
</table>

**MINIMUM DUE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$383.00</td>
<td></td>
</tr>
</tbody>
</table>

**PAYMENT MUST BE RECEIVED BY:**

OCTOBER 01, 2013

---

**ACCOUNT BILLING SUMMARY**

<table>
<thead>
<tr>
<th>POLICY</th>
<th>TYPE</th>
<th>POLICY PERIOD</th>
<th>MIN. DUE</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4C054502</td>
<td>Boiler &amp; Machinery</td>
<td>10/01/13 to 10/01/14</td>
<td>$383.00</td>
<td>$383.00</td>
</tr>
<tr>
<td>4C054502</td>
<td>Boiler &amp; Machinery</td>
<td>10/01/12 to 10/01/13</td>
<td>PAID</td>
<td>PAID</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$383.00</td>
<td>$383.00</td>
</tr>
</tbody>
</table>

**TRANSACTIONS SINCE LAST STATEMENT**

| Total Transactions (See Transaction Detail Section) | $383.00 |
| TOTAL BALANCE                                      | $383.00 |

**TRANSACTION DETAIL**

- **POLICY NUMBER 4C054502 BME1**
  - Boiler & Machinery
  - 10/01/13 Renewal: $378.00
  - 10/01/13 FL Cat Fund Emerg Assessment: 5.00

  **TOTAL TRANSACTIONS CONTINUED ON NEXT PAGE**

---

Please detach the payment coupon and mail with your payment in the enclosed envelope to:

TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

---

**Payment Coupon**

Make checks payable to: TRAVELERS

- **Account Number:** 1571V2167

**TOTAL BALANCE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$383.00</td>
<td></td>
</tr>
</tbody>
</table>

**MINIMUM DUE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$383.00</td>
<td></td>
</tr>
</tbody>
</table>

**PAYMENT MUST BE RECEIVED BY:**

OCTOBER 01, 2013

---

**AMOUNT ENCLOSED**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9931353731223231363740393939720000383000003830010

41
Tab 3
<table>
<thead>
<tr>
<th>Date Entered</th>
<th>Category</th>
<th>Action Item</th>
<th>District Staff Responsible</th>
<th>Vendor Responsible</th>
<th>Target Date</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Board Workshop on 10/22/13</td>
<td>District Manager</td>
<td>Various</td>
<td>10/22/2013</td>
<td>Held</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Aquagenix Littoral Shelf planting for $800.00</td>
<td>District Manager</td>
<td>Aquagenix</td>
<td>9/29/2013</td>
<td>DM to provide the Board an update at the meeting</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Board to review all current contracts for discussion at Workshop</td>
<td>District Manager</td>
<td>Various</td>
<td>9/15/2013</td>
<td>Completed</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Dan Powers to review streetlight contract(s)</td>
<td>District Manager</td>
<td>FP&amp;L</td>
<td>9/15/2013</td>
<td>Completed</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Board discussion on Landscape Contract</td>
<td>District Manager</td>
<td>Various</td>
<td>10/22/2013</td>
<td>Held</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Board Discussion of Aquagenix Contract</td>
<td>District Manager</td>
<td>Various</td>
<td>10/22/2013</td>
<td>Held</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Conduct Asset/Reserve Study</td>
<td>District Manager</td>
<td>Various</td>
<td>11/26/2013</td>
<td>Requires further discussion &amp; direction from Board</td>
</tr>
<tr>
<td>8/27/2013</td>
<td>Admin</td>
<td>Board discussion of Web Page</td>
<td>District Manager</td>
<td>n/a</td>
<td>11/26/2013</td>
<td>Continued discussion by Board</td>
</tr>
<tr>
<td>9/24/2013</td>
<td>Admin</td>
<td>Golf Cart for Field Manager</td>
<td>District Manager</td>
<td>Various</td>
<td>11/26/2013</td>
<td>Continued discussion by Board</td>
</tr>
<tr>
<td>9/24/2013</td>
<td>Field</td>
<td>Tagging of trees</td>
<td>District Manager</td>
<td>Various</td>
<td>11/26/2013</td>
<td>Continued discussion by Board</td>
</tr>
</tbody>
</table>
Tab 4
TARA
COMMUNITY DEVELOPMENT DISTRICT 1

FINANCIAL STATUS
AND
SUMMARY REPORT

September 30, 2013

Rizzetta & Company, Inc.
3434 Colwell Ave., Suite 200
Tampa, FL 33614

District Manager - Matthew Huber
TARA
COMMUNITY DEVELOPMENT DISTRICT 1
FINANCIAL SUMMARY
Operations & Maintenance
September 30, 2013

General Fund (O&M) - Revenue Received
(Amount Budgeted - $500,965)

Cumulative funds received

General Fund (O&M) - Expenses - Budget vs. Actual

Monthly budget versus actual totals

Select Account Balances as of September 30, 2013
Cash & Investments $ 346,858
Investments Capital Reserves $ 151,807
Assessments Receivable $ 3,691
Accounts Payable - Unpaid Invoices $ 21,565
## TARA
### COMMUNITY DEVELOPMENT DISTRICT 1
#### FINANCIAL SUMMARY
##### General Fund
##### September 30, 2013

<table>
<thead>
<tr>
<th>Description</th>
<th>Month</th>
<th></th>
<th></th>
<th></th>
<th>YTD</th>
<th></th>
<th></th>
<th></th>
<th>Total Annual</th>
<th>Projected</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>$</td>
<td>%</td>
<td>Budget</td>
<td>Actual</td>
<td>$</td>
<td>%</td>
<td>Adopted Budget</td>
<td>Expenditures</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>End of Year</td>
<td>Year End Variance</td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisors Fees</td>
<td>1,167</td>
<td>1,000</td>
<td>167</td>
<td>14%</td>
<td>14,000</td>
<td>13,000</td>
<td>1,000</td>
<td>7%</td>
<td>14,000</td>
<td>15,000</td>
</tr>
<tr>
<td>General &amp; Administrative</td>
<td>5,276</td>
<td>6,351</td>
<td>(1,075)</td>
<td>-20%</td>
<td>71,040</td>
<td>68,881</td>
<td>4,359</td>
<td>6%</td>
<td>71,040</td>
<td>67,956</td>
</tr>
<tr>
<td>District Counsel</td>
<td>1,083</td>
<td>2,193</td>
<td>(1,109)</td>
<td>-102%</td>
<td>13,000</td>
<td>16,822</td>
<td>(3,822)</td>
<td>-28%</td>
<td>13,000</td>
<td>11,256</td>
</tr>
<tr>
<td><strong>Total Administrative</strong></td>
<td>7,526</td>
<td>9,543</td>
<td>(2,017)</td>
<td>-27%</td>
<td>98,040</td>
<td>96,302</td>
<td>1,738</td>
<td>2%</td>
<td>98,040</td>
<td>94,214</td>
</tr>
<tr>
<td><strong>FIELD OPERATIONS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Utility Services</td>
<td>2,813</td>
<td>3,311</td>
<td>(509)</td>
<td>-18%</td>
<td>33,750</td>
<td>40,370</td>
<td>(6,620)</td>
<td>-20%</td>
<td>33,750</td>
<td>38,073</td>
</tr>
<tr>
<td>Gas Utility Services</td>
<td>375</td>
<td>132</td>
<td>243</td>
<td>65%</td>
<td>4,600</td>
<td>3,949</td>
<td>551</td>
<td>12%</td>
<td>4,600</td>
<td>-</td>
</tr>
<tr>
<td>Garbage/Solid Waste Control</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Water-Sewer Combination Services</td>
<td>208</td>
<td>186</td>
<td>22</td>
<td>11%</td>
<td>2,500</td>
<td>2,467</td>
<td>33</td>
<td>1%</td>
<td>2,500</td>
<td>2,534</td>
</tr>
<tr>
<td>Stormwater Control</td>
<td>2,233</td>
<td>18,716</td>
<td>(16,478)</td>
<td>-736%</td>
<td>26,850</td>
<td>40,056</td>
<td>(13,206)</td>
<td>-49%</td>
<td>26,850</td>
<td>26,250</td>
</tr>
<tr>
<td>Other Physical Environment</td>
<td>19,883</td>
<td>11,953</td>
<td>7,930</td>
<td>40%</td>
<td>258,475</td>
<td>237,851</td>
<td>20,624</td>
<td>8%</td>
<td>258,475</td>
<td>237,919</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>2,075</td>
<td>1,096</td>
<td>169</td>
<td>8%</td>
<td>24,900</td>
<td>26,985</td>
<td>(1,085)</td>
<td>-4%</td>
<td>24,900</td>
<td>25,448</td>
</tr>
<tr>
<td>Miscellaneous Contingency</td>
<td>4,417</td>
<td>-</td>
<td>4,417</td>
<td>100%</td>
<td>53,000</td>
<td>29,125</td>
<td>23,875</td>
<td>45%</td>
<td>53,000</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Field Operations</strong></td>
<td>32,088</td>
<td>36,204</td>
<td>(4,196)</td>
<td>-13%</td>
<td>403,975</td>
<td>370,803</td>
<td>24,172</td>
<td>6%</td>
<td>403,975</td>
<td>387,724</td>
</tr>
<tr>
<td><strong>Total Administrative and Field Operations</strong></td>
<td>39,535</td>
<td>45,748</td>
<td>(6,213)</td>
<td>-16%</td>
<td>502,015</td>
<td>476,195</td>
<td>25,820</td>
<td>5%</td>
<td>502,015</td>
<td>481,938</td>
</tr>
</tbody>
</table>
TARA
COMMUNITY DEVELOPMENT DISTRICT 1
FINANCIAL SUMMARY
Debt Service
September 30, 2013

<table>
<thead>
<tr>
<th>Bond Series</th>
<th>Series 2012A-1</th>
<th>Series 2012A-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date (Note: Series 2012 Bonds were refunded)</td>
<td>August 29, 2012</td>
<td>August 29, 2012</td>
</tr>
<tr>
<td>Maturity Date</td>
<td>May 1, 2031</td>
<td>May 1, 2031</td>
</tr>
<tr>
<td>Interest Rate (** Average Interest Rate)</td>
<td>**3.955%</td>
<td>5.702%</td>
</tr>
<tr>
<td>Original issue amount</td>
<td>$ 2,060,000</td>
<td>$ 575,000</td>
</tr>
<tr>
<td>Accounts Receivable as of September 30, 2013</td>
<td>$ 1,824</td>
<td>-</td>
</tr>
<tr>
<td>Outstanding Principal Balance as of September 30, 2013</td>
<td>$ 1,980,000</td>
<td>$ 560,000</td>
</tr>
</tbody>
</table>

Scheduled debt service payments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Status</th>
<th>Interest</th>
<th>Paid</th>
<th>November 1, 2012</th>
<th>$ 12,656</th>
<th>$ 5,597</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td>$ 36,742</td>
<td>$ 16,251</td>
<td>May 1, 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>Paid</td>
<td>$ 80,000</td>
<td>$ 15,000</td>
<td>May 1, 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td>$ 36,103</td>
<td>$ 15,838</td>
<td>November 1, 2013</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Account balances:

<table>
<thead>
<tr>
<th>Type</th>
<th>Status</th>
<th>Interest</th>
<th>Reserve</th>
<th>Revenue</th>
<th>Cost of Issuances</th>
<th>Prepayment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td>$ 78,157</td>
<td>$ 25,878</td>
<td></td>
<td>$ 6,016</td>
<td>-</td>
</tr>
</tbody>
</table>

Debt Service Reserve requirement: $ 78,157 $ 25,878

Does the district have funds to make the next scheduled debt service payment? Yes Yes

Are the reserve funds adequate to meet the requirement per the trust indenture? Yes Yes

Fiscal Year 2012-2013 Collections

The May 1, 2013 and November 1, 2013 debt service payments will be paid from 2012-2013 assessments.

**Interest Account**: used to accumulate funds for the next scheduled interest payment. Funds are transferred from the Revenue Account immediately prior to the scheduled payment.

**Reserve Account**: Funds maintained per the Trust Indenture for the payment of principal and interest when amounts on deposit are insufficient. The required amount decreases as the outstanding principal amount decreases.

**Revenue Account**: Used to accumulate the receipt of debt service assessments prior to funds being transferred to the interest or Sinking Fund account immediately prior to debt service payment.

**Sinking Fund**: used to accumulate funds for the next scheduled principal payment. Funds are transferred from the Revenue Account immediately prior to the scheduled payment.

**Prepayment Account**: used to accumulate payments toward the early retirement of bonds. Amounts are then used to prepay the bonds in $5,000 increments as of the next debt service payment date.
| Tab 5 |
PROJECT MANUAL FOR REQUEST FOR PROPOSALS

FOR

EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
(“District”)

Date of Issue: August 1, 2014
Due Date / Time: August 22, 2014 at 1:00 P.M.
PROPOSAL FORM
FOR
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:
TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before August 22, 2014 at 1:00 P.M. (EST)

TO: Tara Community Development District

FROM: _____________________________________________
(Proposer)

In accordance with the Request for Proposals for Exterior Landscape and Irrigation Maintenance
for Tara Community Development District, the undersigned proposes to provide all services as
described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information
provided herein has been provided in full and that such information is truthful and accurate. The
Proposer agrees through submission of this proposal to honor all pricing information one hundred
twenty (120) days from the date of the proposal opening, and if awarded the District Contract on
the basis of this proposal to enter into a contract agreement within fourteen (14) days after
receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent
statements of this proposal constitute fraud; and, that the District considers such action on the part
of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any
pertinent information requested by the District and/or its authorized agents, deemed necessary to
verify the statements made in this proposal or attachments hereto, or regarding the ability, standing
and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all
Proposal Documents related thereto.
I, ______________________ REPRESENTING ______________________ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total $____________________

(Contract Total - Parts 1 thru 4 as well as the five (5) Optional Areas from Exhibit "B" Proposal Form, Total of all Items)

NAME OF PROPOSER:________________________________________

ADDRESS:_________________________________________________

PHONE: ______________________ FAX: ______________________

SIGNATURE:________________________________________________

PRINTED NAME:____________________________________________

TITLE:_____________________________________________________

DATE: ______________________
QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES; ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: _______________________________ / / A Partnership
   [Company Name] / / A Corporation
   / / A Subsidiary Corporation

2. Parent Company Name: ______________________________________

3. Parent Company Address:
   Street Address _____________________________________________
   P.O. Box (if any) ____________________________________________
   City __________ State __________ Zip Code ______________
   Telephone __________________ Fax no. _______________________
   1st Contact Name __________________________ Title __________
   2nd Contact Name __________________________ Title __________

4. Proposer Company Address (if different):
   Street Address _____________________________________________
   P. O. Box (if any) __________________________________________
   City __________ State __________ Zip Code ______________
   Telephone __________________ Fax no. _______________________
   1st Contact Name __________________________ Title __________
   2nd Contact Name __________________________ Title __________

5. List the location of the office from which the proposer would provide services to the District.
   Street Address _____________________________________________
   City __________________ State __________ Zip Code __________
   Telephone __________________ Fax No. ________________________
   1st Contact Name __________________________ Title __________
6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain ____________________________________________
__________________________________________________________

- Date incorporated ___________________ Charter No. _______________

6.2 If no, provide the following:

- The State with whom the Proposer company is incorporated? _________________

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain ____________________________________________
__________________________________________________________

- Date incorporated ___________________ Charter No. _______________

- Is the Proposer company authorized to do business in the State of Florida? Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(09)___________________, (10)___________________, (11)__________________.
9. What are the Proposer's current insurance limits?

General Liability $________________
Automobile Liability $________________
Umbrella Coverage $________________
Workers Compensation $________________
Expiration Date ______________________

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( ) If so, state the name(s) of the company(ies) ______________________

The state(s) where barred or suspended ______________________
State the period(s) of debarment or suspension ______________________

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes _____ No _____ If so, where and why? ______________________

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore. ______________________

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years. ______________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ______________________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:


16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:


17. List irrigation technicians and include number of years of experience:


18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

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<tr>
<th>Name</th>
<th>Position</th>
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<td>Type of Work</td>
<td>Yrs. Experience</td>
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<td>Yrs. Experience</td>
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</table>
The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

By: ________________________________

Name of Proposer

[Type Name and Title of Person Signing]

This ______ day of ____________, 2013.

(Corporate Seal)

Sworn to before me this ______ day of ____________, 2013.

(Seal)  Notary Public/Expiration Date
CORPORATE OFFICERS

Company Name: ____________________________  Date: ____________________________

Provide the following information for Officers of the Proposer and parent company, if any.

<table>
<thead>
<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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FOR PARENT COMPANY (if applicable)
AFFIDAVIT FOR INDIVIDUAL

State of __________________________ ss:
County of __________________________

, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer’s proposal.

(Proposer must also sign here)

Sworn to before me this ______ day of ______, 2013.

Notary Public/Expiration Date: __________________________

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of __________________________ ss:

County of ________________________

__________________________ , is a member of the firm of __________________________, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer’s proposal.

(Signature of a General Partner is Required)

Sworn to before me this ______ day of ___________, 2013.

Notary Public/Expiration Date

(SEAL)
AFFIDAVIT FOR CORPORATION

State of __________________________ ss:

County of __________________________

________________________________________
(title)

of the __________________________

(a corporation described herein) being duly sworn, deposes and says that the statements and
answers to the questions in the foregoing concerning the qualification statement and corporate
officers are correct and true as of the date of this affidavit; and, that he/she understands that
intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes
fraud; and such action on the part of the Proposer will be considered good cause for rejection of
Proposer’s proposal.

________________________________________
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this ______ day of ________, 2013.

____________________________
Notary Public/Expiration Date

(SEAL)
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by _______________________________________
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is ___________________________________________________
   and (if applicable) its Federal Employer Identification Number (FEIN) is _________________.
   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: ________________________________________________________.)

3. My name is ______________________________________ and my relationship to the
   entity named above is ________________________________________________________.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
   Statutes, means a violation of any state or federal law by a person with respect to and
   directly related to the transaction of business with any public entity or with an agency or
   political subdivision of any other state or with the United States, including, but not limited
to, any bid or contract for goods or services to be provided to any public entity or an
agency or political subdivision of any other state or of the United States and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida
   Statutes, means a finding of guilt or a conviction of a public entity crime, with or
   without an adjudication of guilt, in any federal or state trial court of record relating to
   charges brought by indictment or information after July 1, 1989, as a result of jury verdict,
nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
   means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management
   of the entity and who has been convicted of a public entity crime. The term
"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

____________________________
Date: ______________________

STATE OF ________________
COUNTY OF ________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _______

____________________________
(name of individual signing)

space provided above on this ____________ day of ____________ 2013.

____________________________
NOTARY PUBLIC

My commission expires:
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED LANDSCAPE MAINTENANCE AGREEMENT

SEE ATTACHED EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

This Agreement ("Contract"), is made between ____________________________, a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ____________________________, and ____________________________, (hereinafter referred to as "Contractor") located at ____________________________

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit "B" (hereinafter "Proposal") and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as
Exhibit "C". In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will
proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.

6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM; TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \( \$ \) per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District
shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _______ days after the Notice to Proceed is filed.

V. CONTRACTOR’S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques,
sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic’s and construction liens. The Contractor shall keep the District’s property free from any material men’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor’s performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the
project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney’s fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor’s presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney’s fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with
insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.

In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below.

No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers’ Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers’ Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contact with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor,
terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY’S FEES

If any dispute occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any
duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner:  
Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ____________________________
Its: ____________________________
(Title of Authorized Representative)

Date: ____________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________
______________________________, Chairman

Date: _________________________
TARA
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

   MARCH 1 – NOVEMBER 1 – Once a week
   NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the Tara Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.

   **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY
THE CONTRACTOR, DISTRICT DOES NOT OWN ITS OWN FREEZE PROTECTION MATERIAL.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary so that trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of six to twelve (6-12) feet of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Tara. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is
to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT’S DISCRETION.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) **MAINTENANCE OF PAVED AREAS** – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) **If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.** Saturday work is permitted after prior approval from District Representative.
9) **ENCROACHMENT RECAPTURE** One (1) time per year, between November 1st and February 28th, CONTRACTOR shall perform encroachment recapture, which shall consist of cutting back vegetation encroaching from the preserve areas onto District and residential property. In all subject areas, the vegetation shall be cut back to the preserve boundary line and the debris shall be hauled away and disposed of by the CONTRACTOR.

**PART 2**

**FERTILIZATION**

Except as otherwise regulated by Manatee County Ordinance No. 11-21, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf. **It is the Contractor’s responsibility to familiarize himself with Ordinance No. 11-21 and follow all requirements for timing and application of fertilizers as well as all BMP training requirements.** Copies of all training certificates shall be provided to District representative.

**HI-LITES OF THE ORDINANCE:**

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH.

FERTILIZATION THROUGHOUT THE REMAINDER OF THE YEAR SHALL BE APPLIED AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE LATEST BMP MANUAL.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF OR LANDSCAPE PLANTS WITHOUT EVIDENCE FOR DEFICIENCY BY A CERTIFIED LAB.

FERTILIZERS APPLIED TO TURF AND LANDSCAPE PLANTS SHALL CONTAIN NO LESS THAN 50% SLOW RELEASE NITROGEN.

**All Bahia Areas:** (Make adjustments as necessary per ordinance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + Pre M</td>
</tr>
<tr>
<td>April</td>
<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>June</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>October</td>
<td>A complete fertilizer based on soil tests</td>
</tr>
</tbody>
</table>

**All St. Augustine Sod:** (Make adjustments as necessary per ordinance)

<table>
<thead>
<tr>
<th>Month</th>
<th>Fertilizer</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>A complete fertilizer based on soil tests + PreM</td>
</tr>
<tr>
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<td>Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)</td>
</tr>
<tr>
<td>May</td>
<td>SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)</td>
</tr>
</tbody>
</table>
July         SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September  SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November   A complete fertilizer based on soil tests

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. IT SHALL BE THE CONTRACTOR’S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION. Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

**SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
10-4-12 50%PPSCU AS 3Fe 2Mn 2Mg       10 lbs 1000 sq ft

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR’S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.
PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy up to four times per year (March, June, September with an optional treatment in late fall if palms are showing signs of nutrient deficiency). 100% of the N, K & Mg MUST be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with a fertilizer analysis tag(s) from the fertilizer in order to verify correct formulation(s). Payment will not be made until correct quantity and formulation have been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the DISTRICT Representative so that the DISTRICT Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.
PART 3

PEST CONTROL

Insects and Disease in Turf. Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants. The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable affictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide
PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately zones, 6 irrigation controllers, 1 pump station and +/- 49 battery operated controllers).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities weekly; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust area-pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need
PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade “A” Large Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure. Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3” & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch “volcanoes” around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied and installed by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
<table>
<thead>
<tr>
<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
</tr>
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<tr>
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<th>MONTH</th>
<th>FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
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<th>FORMULA</th>
<th>APPLICATION RATE (LBS. /PALM)</th>
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Please list any additional fertilization for those plant materials requiring specialized applications.

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<th>MONTH</th>
<th>PLANT TYPE/FORMULA</th>
<th>APPLICATION RATE (LBS. N/1000 SF)</th>
<th>TOTAL POUNDS PRODUCT TO BE APPLIED</th>
<th>COST PER APPLICATION</th>
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PART 4

Irrigation (All labor and materials) $ _____________ /Yr

| Freeze Protection (description of ability) | ______________________________________________________________________ |
|                                            | ______________________________________________________________________ |
|                                            | ______________________________________________________________________ |
|                                            | ______________________________________________________________________ |
|                                            | ______________________________________________________________________ |

$ ___ /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ ___ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

| ______________________________________________________________________ |
| ______________________________________________________________________ |
| ______________________________________________________________________ |
| ______________________________________________________________________ |
| ______________________________________________________________________ |

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $ ___ / Yr
(if both topdressings are performed)

**(Do not include in Grand Total)**

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor’s field measurements at time of bidding, Contractor shall install:

_______ CY Grade A Large Pine Bark Nuggets per specs for the first top-dressing at $ ___ /CY (app. April)

And

_______ CY Grade A Large Pine Bark Nuggets per specs for the second top-dressing at $ ___ /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"
REQUEST FOR PROPOSAL
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
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<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
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<tbody>
<tr>
<td>1.</td>
<td>Completeness of Proposal</td>
<td>5</td>
</tr>
<tr>
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<td>Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
<td></td>
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<td>2.</td>
<td>Experience</td>
<td>20</td>
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<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
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<td>3.</td>
<td>Qualifications of Key Personnel</td>
<td>15</td>
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<td>Qualifications of staff, adequacy of labor commitment, training programs for staff.</td>
<td></td>
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<td>4.</td>
<td>Machinery, Equipment, and Manpower</td>
<td>10</td>
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<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
<td></td>
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<td>5.</td>
<td>References</td>
<td>20</td>
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<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
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<td>6.</td>
<td>Cost</td>
<td>30</td>
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<td>Cost Proposal will be evaluated using the following formula:</td>
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<td>[(\text{Lowest Proposed Cost} / \text{Proposer’s Cost}) \times 30 = \text{Total Cost Points}]</td>
<td></td>
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<tr>
<td>Total</td>
<td></td>
<td>100</td>
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Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District’s best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday, August 28, 2014 at 2:00 p.m.
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REQUEST FOR PROPOSALS
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Wednesday August 1, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Wednesday, August 8, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserwe LN Bradenton, FL 34203 (at which time opportunities may also be made available related to landscape maintenance services for homeowner’s associations within the community). Firms desiring to submit proposals must submit one (1) original and six (6) hard copies of the required proposal no later than Wednesday, August 22, 2014 at 1:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Landscape and Irrigation Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this request for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

Exterior Landscape and Irrigation Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Wednesday, August 8, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and six (8) hard copies of the required proposal no later than Wednesday, August 22, 2014 at 1:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. At the mandatory pre-proposal meeting, Proposals for the District work shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District’s operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of
the requested services. Ignorance on the part of the Proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Monday, August 20, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and six (6) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Tara Community Development District – Exterior Landscape and Irrigation Maintenance Services) ENCLOSED” on the face of it.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Wednesday, August 1, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance
therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the “District” shall be construed to refer to the Tara Community Development District and the District shall be the legislative authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer’s authorized signature affixed to the proposal attests to this.
Tab 6
PROJECT MANUAL FOR REQUEST FOR PROPOSALS

FOR

AQUATIC MAINTENANCE SERVICES

FOR

TARA
COMMUNITY DEVELOPMENT DISTRICT
(“District”)

Date of Issue: August 1, 2014
Due Date / Time: August 22, 2014 at 1:00 P.M.
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7. Proposed Aquatic Maintenance Agreement ............................... 27-38
8. Exhibit "B" - Bid Form ......................................................... 39-40
PROPOSAL FORM
FOR
AQUATIC MAINTENANCE SERVICES
FOR
TARA
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

TARA
COMMUNITY DEVELOPMENT DISTRICT
c/o Tyree Brown, Operations Manager
on or before August 22, 2014 at 1:00 P.M. (EST)

TO: Tara Community Development District

FROM: (Proposer)

In accordance with the Request for Proposals for Aquatic Maintenance for Tara Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The Proposer agrees through submission of this proposal to honor all pricing information one hundred twenty (120) days from the date of the proposal opening, and if awarded the District Contract on the basis of this proposal to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposer understands that inclusion of false, deceptive or fraudulent statements of this proposal constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.
TARA
COMMUNITY DEVELOPMENT DISTRICT
AQUATIC MAINTENANCE SERVICES
PROPOSAL FORM

I, ___________________________ REPRESENTING ___________________________ Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

   A. Annual Total $________________________
      (Contract Total - Parts 1 thru 4 as well as the five (5) Optional Areas from Exhibit "B" Proposal Form, Total of all Items)

NAME OF PROPOSER: ___________________________
ADDRESS: ___________________________
PHONE: ___________________________ FAX: ___________________________
SIGNATURE: ___________________________
PRINTED NAME: ___________________________
TITLE: ___________________________
DATE: ___________________________

12
QUALIFICATION STATEMENT

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PROPOSER QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSER'S QUALIFICATION STATEMENT
AQUATIC MAINTENANCE SERVICES

(Name of Proposer)
TARA COMMUNITY DEVELOPMENT DISTRICT
PROPOSER QUALIFICATION STATEMENT

1. Proposer: ____________________________ / / A Partnership
   [Company Name] / / A Corporation
   / / A Subsidiary Corporation

2. Parent Company Name: ____________________________

3. Parent Company Address:
   Street Address ____________________________
   P.O. Box (if any) ____________________________
   City __________________ State __________ Zip Code __________
   Telephone __________________ Fax no. __________
   1st Contact Name __________________ Title __________________
   2nd Contact Name __________________ Title __________________

4. Proposer Company Address (if different):
   Street Address ____________________________
   P. O. Box (if any) ____________________________
   City __________________ State __________ Zip Code __________
   Telephone __________________ Fax no. __________
   1st Contact Name __________________ Title __________________
   2nd Contact Name __________________ Title __________________

5. List the location of the office from which the proposer would provide services to the
   District.
   Street Address ____________________________
   City __________________ State __________ Zip Code __________
   Telephone __________________ Fax No. __________
   1st Contract Name __________________ Title __________________
6. Is the Proposer incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain

______________________________________________________________

______________________________________________________________

- Date incorporated __________________________ Charter No. ______________

6.2 If no, provide the following:

- The State with whom the Proposer company is incorporated?

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain

______________________________________________________________

______________________________________________________________

- Date incorporated __________________________ Charter No. ______________

- Is the Proposer company authorized to do business in the State of Florida? Yes ( ) No ( )

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing aquatic services.

7. Has the Proposer company provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer’s total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(09) ______________________, (10) ______________________, (11) ______________________.
9. What are the Proposer's current insurance limits?
   General Liability $___________
   Automobile Liability $___________
   Umbrella Coverage $___________
   Workers Compensation $___________
   Expiration Date ________________

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( ) If so, state the name(s) of the company(ies) ________________
    The state(s) where barred or suspended ________________
    State the period(s) of debarment or suspension ________________

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes _____ No ______ If so, where and why? ________________

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore. ________________

13. List any and all litigation to which the Proposer or any of its affiliates has been a party in the last five (5) years.
   ________________
   ________________
   ________________

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? ________________
    If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. ________________
    ________________
    ________________
15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

17. List aquatic technicians and include number of years of experience:

________________________________________________________________________
________________________________________________________________________

18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual aquatic maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Proposer for bidding on the aquatic services request for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

[Type Name and Title of Person Signing]

This ______ day of ______, 2013.

(Corporate Seal)

Sworn to before me this ______ day of ______, 2013.

(Seal) Notary Public/Expiration Date
CORPORATE OFFICERS

Company Name_________________________  Date_________________________

Provide the following information for Officers of the Proposer and parent company, if any.

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<tr>
<th>NAME FOR PROPOSER</th>
<th>POSITION OR TITLE</th>
<th>CORPORATE RESPONSIBILITIES</th>
<th>INDIVIDUAL'S RESIDENCE CITY, STATE</th>
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FOR PARENT COMPANY (if applicable)

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AFFIDAVIT FOR INDIVIDUAL

State of __________________________    ss:

County of __________________________

______________________________, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer’s proposal.

(Proposer must also sign here)

Sworn to before me this ___________ day of _______________, 2013.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR PARTNERSHIP

State of __________________________ ss:
County of __________________________

__________________________, is a member of the firm of __________________________, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer’s proposal.

(Signature of a General Partner is Required)

Sworn to before me this ______ day of ____________, 2013.

Notary Public/Expiration Date:

(SEAL)
AFFIDAVIT FOR CORPORATION

State of __________________________________ ss:

County of __________________________________

______________________________________
(title)

______________________________________
of the ___________________________________

(a corporation described herein) being duly sworn, deposes and says that the statements and
answers to the questions in the foregoing concerning the qualification statement and corporate
officers are correct and true as of the date of this affidavit; and, that he/she understands that
intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes
fraud; and such action on the part of the Proposer will be considered good cause for rejection of
Proposer's proposal.

______________________________________
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this ________ day of ____________, 2013.

______________________________________
Notary Public/Expiration Date:

(SEAL)
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tara Community Development District.

2. This sworn statement is submitted by ____________________________
   (Print Name of Entity Submitting Sworn Statement)
   whose business address is _______________________________________
   and (if applicable) its Federal Employer Identification Number (FEIN) is _________
   (If the entity has no FEIN, include the Social Security Number of the individual signing
   this sworn statement: _____________________________.)

3. My name is ____________________________ and my relationship to the
   entity named above is ____________________________.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida
   Statutes, means a violation of any state or federal law by a person with respect to and
   directly related to the transaction of business with any public entity or with an agency or
   political subdivision of any other state or with the United States, including, but not limited
   to, any bid or contract for goods or services to be provided to any public entity or an
   agency or political subdivision of any other state or of the United States and involving
   antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
   misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida
   Statutes, means a finding of guilt or a conviction of a public entity crime, with or
   without an adjudication of guilt, in any federal or state trial court of record relating to
   charges brought by indictment or information after July 1, 1989, as a result of jury verdict,
   nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes,
   means:

   A) A predecessor or successor of a person convicted of a public entity crime; or,

   B) An entity under the control of any natural person who is active in the management
      of the entity and who has been convicted of a public entity crime. The term
"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

________________________  
Date: ______________________

STATE OF ____________________  
COUNTY OF ________________  

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ____________

________________________ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this __________ day of ___________ 2013.

________________________  
NOTARY PUBLIC

My commission expires:
TARA
COMMUNITY DEVELOPMENT DISTRICT

PROPOSED AQUATIC MAINTENANCE AGREEMENT

SEE ATTACHED AQUATIC MAINTENANCE AGREEMENT
AQUATIC MAINTENANCE AGREEMENT

This Agreement ("Contract"), is made between ___________________________ , a community development district organized under the laws of the State of Florida (hereinafter referred to as "District" or "Owner") located at ___________________________ , and ___________________________ (hereinafter referred to as "Contractor") located at ___________________________.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide aquatic maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit "B" (hereinafter "Proposal") and incorporated herein by reference, and represents that it is qualified to serve as a aquatic maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit "A" (hereinafter referred to as the "Contract Work"). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit "B". A site map of the District is attached hereto as
Exhibit “C”. In addition, a map of the areas to be maintained is attached hereto as Exhibit "D".

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

3. The District shall designate in writing one or more individuals to act as the District’s representative(s) with respect to the Contract Work. The District’s representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.

4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

5. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of aquatic related items that should be performed before the next monthly walk through. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days’ notice if there is a need to reschedule. All scheduled inspections will
proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.

6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

III. CONTRACT SUM: TERM

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of ($____________) per year as detailed in Exhibit “B”, payable in equal monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District
shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit to Contractor payment.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than _______ days after the Notice to Proceed is filed.

V. CONTRACTOR’S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor’s duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques,
sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.

2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. If the Contractor fails to comply with any requirement of such agency within three (3) business days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the
project, its subcontractors and their employees, and other persons doing work under any request of Contractor.

6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney’s fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor’s presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

*It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.*

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney’s fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with
insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A-Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. WORKERS’ COMPENSATION: Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than $100,000.00 per employee per accident, $500,000.00 disease aggregate, and $100,000.00 per employee per disease.

In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below.

No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.

3. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than $2,000,000.00 per occurrence, $2,000,000.00 aggregate covering all work performed under this Contract.

4. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $2,000,000.00 combined single limit covering all work performed under this Contract.

5. UMBRELLA LIABILITY: With limits of not less than $2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
   a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
   b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
   c. Be written to reflect that the aggregate limit will apply on a per claim basis.

7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.

14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.

2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor,
terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, Owner further reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies.

**X. ATTORNEY’S FEES**

If any dispute occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings.

**XI. MISCELLANEOUS**

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District’s successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. The laws of the State of Florida shall govern all provisions of this Contract. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

4. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

5. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

6. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

7. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

9. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.

10. Notices: The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any
duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

To Owner: Tara Community Development District

Matt Huber, District Manager
3434 Colwell Av., Suite 200
Tampa, FL 33614

With a copy to:

To Contractor:

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written below.

CONTRACTOR

By: ____________________________
Its: ____________________________
(Title of Authorized Representative)
Date: __________________________

OWNER
TARA COMMUNITY DEVELOPMENT DISTRICT

By: ____________________________
______________________________, Chairman

Date: _________________________
TARA COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
AQUATIC MAINTENANCE SERVICES PROPOSAL FORM

SEE ATTACHED ITEMIZED PROPOSAL FORM
TARA
COMMUNITY DEVELOPMENT DISTRICT
AQUATIC MAINTENANCE
REQUEST FOR PROPOSALS

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

Aquatic Maintenance $___________/Yr

FIRST ANNUAL RENEWAL $___________/Yr

SECOND ANNUAL RENEWAL $___________/Yr

Contractor/Firm Name

Firm Address

City/State/Zip

Phone Number ___________ Fax Number ___________

Name and Title of Representative ____________________________ (Please Print)

Representative’s Signature __________________________________________

Date ____________________________

ADDENDA – Bidder acknowledges the receipt of Addendum No.’s

1. ___________ 2. ___________ 3. ___________ 4. ___________ 5. ___________

Dated this ________________ day of ________________, 2014
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TARA
COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSAL
AQUATIC MAINTENANCE SERVICES

EVALUATION CRITERIA

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information by the due date and time and in the manner set forth in this RFP. Proposals for the District will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completeness of Proposal</td>
<td>Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document’s thickness.</td>
</tr>
<tr>
<td>2.</td>
<td>Experience</td>
<td>Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.</td>
</tr>
<tr>
<td>3.</td>
<td>Qualifications of Key Personnel</td>
<td>Qualifications of staff, adequacy of labor commitment, training programs for staff.</td>
</tr>
<tr>
<td>4.</td>
<td>Machinery, Equipment, and Manpower</td>
<td>Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.</td>
</tr>
<tr>
<td>5.</td>
<td>References</td>
<td>Assessment of contractor’s work by client references and references with demonstrated success in providing similar services. References must also indicate contractor’s ability to form positive and collaborative relationships with clients and clients’ staff.</td>
</tr>
<tr>
<td>6.</td>
<td>Cost</td>
<td>Cost Proposal will be evaluated using the following formula:</td>
</tr>
<tr>
<td></td>
<td>(Lowest Proposed Cost / Proposer’s Cost) X 30 = Total Cost Points</td>
<td></td>
</tr>
</tbody>
</table>

Total 100
Once proposals are received for the District, the District’s Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria. The District’s award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District’s best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

The District’s Board of Supervisors will meet to evaluate District proposals on Tuesday, August 28, 2014 at 2:00 p.m.
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REQUEST FOR PROPOSALS
AQUATIC MAINTENANCE SERVICES
FOR:
TARA COMMUNITY DEVELOPMENT DISTRICT
Manatee County, Florida

Notice is hereby given that Tara Community Development District (the “District”) will accept proposals from all qualified companies interested in providing Aquatic maintenance services.

The Proposal Packet will be available for public inspection and may be obtained beginning Wednesday August 1, 2014 at 1:00 p.m. (EST) at the offices of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, on Wednesday, August 8, 2014 at 1:00 p.m. (EST) on site at Tara Community Development District, Tara Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 (at which time opportunities may also be made available related to aquatic maintenance services for homeowner’s associations within the community). Firms desiring to submit proposals must submit one (1) original and six (8) hard copies of the required proposal no later than Wednesday, August 22, 2014 at 1:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown.

Failure to attend the mandatory pre-proposal meeting as specified will disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Tara Community Development District Aquatic Maintenance Services Proposal”. Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the owner within ten (10) calendar days of the submittal deadline or if not retrieved within the aforementioned timeframe, may be destroyed by the District.

If reasonable accommodations are needed for participation in any proposal meeting, please call the District Management representative, Tyree Brown, at (813) 933-5571 forty-eight hours in advance.

The District reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the District.

Any and all questions relative to this request for proposals shall be directed in writing only to Operations Manager Tyree Brown at tbrown@rizzetta.com and District Manager, Matt Huber at mhuber@rizzetta.com.
TARA
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS

Aquatic Maintenance Services
Manatee County, Florida

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting on Wednesday, August 8, 2014 at 1:00 p.m. (EST) at Tara Community Development District, Community Center, 7340 Tara Preserve LN Bradenton, FL 34203 and submit one (1) original and six (8) hard copies of the required proposal no later than Wednesday, August 22, 2014 at 1:00 p.m. (EST) at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: Tyree Brown. At the mandatory pre-proposal meeting, Proposals for the District work shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall be obligated or be liable for any costs incurred by Proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the Proposer.

SECTION 2. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person’s name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a District proposal, the Proposer shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with the District’s operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of
the requested services. Ignorance on the part of the Proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible Proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Tyree Brown, via e-mail at tbrown@rizzetta.com with a copy to Matt Huber at mhuber@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before 4:00 p.m. Monday, August 20, 2014, will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original and six (6) hard copies of the proposal forms for the District, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Tara Community Development District – Aquatic Maintenance Services) ENCLODED” on the face of it.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the District, will be available beginning Wednesday, August 1, 2014 at 1:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each Proposer represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance
therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

**SECTION 12. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

**SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM.** Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the Proposer shall enter into and execute a contract agreement. If a Proposer to whom a District contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for the District work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods. Upon expiration or termination of any existing contract for aquatic maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 14. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in its scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s insurance coverage. In the event the Proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the District may proceed as referenced in Section Thirteen (13) above.

**SECTION 16. INDEMNIFICATION.** The successful Proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.
SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 18. MISCELLANEOUS. All District proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

A. Completed price proposal for the District (form attached).

B. Three references from projects of similar size and scope to which the Proposer has provided, or is currently providing services. The Proposer must include information relating to the type of services provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.

C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker’s compensation insurance.

D. Completed copies of all other forms included within the Proposal Packet/Project Manual.

SECTION 19. PROTESTS. Any protest relating to the District and regarding the Proposal Packet/Project Manual, a District proposal rejection by the District, or a District proposal award by the District, including District specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the receipt of the Proposal Packet/Project Manual or receipt of the notice of the District’s decision as applicable, and must be filed at 3434 Colwell Ave Suite 200, Tampa, Florida 33614, ATTN: Matt Huber, District Manager. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

SECTION 20. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Proposal Packet/Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Proposal Packet/Project Manual shall be in the amount of one thousand dollars ($1,000.00). Notwithstanding the District’s operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars ($10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier’s check or such other form of surety as the District’s counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.
If the person or firm protesting the award prevails, the bond shall be returned to the
protestor; however, if, after completion of a formal protest hearing in which the District prevails,
the bond shall be applied to payment of the costs and attorney fees incurred by the District
relative to the protest. The entire amount of the bond shall be forfeited if the District determines
that a protest was filed for a frivolous or improper purpose, including, but not limited to, the
purpose of harassing, causing unnecessary delay, or causing needless cost for the District or
other parties.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the
criteria presented in the Evaluation Criteria sheet(s), contained within the Proposal
Packet/Project Manual. Proposals may be held for a period not to exceed 120 days from the date
of proposal opening for the purposes of reviewing the proposals and investigating the
qualifications of the Proposers, prior to executing a contract agreement. During this time, all
provisions of the submitted proposal must be in effect, including pricing. The District may visit
the Proposer’s facilities as part of the evaluation process.

SECTION 22. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined
as between the time the Request for Proposals is issued and the time the respective Boards award
the contract. During this black out period, any attempt to influence the thinking of staff or
officials related to a solicitation for goods or services, in person, by mail, by facsimile, by
telephone, by electronic mail, or by any other means of communication, will result in
disqualification of their award and/or contract. This does not apply to pre-solicitation
conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 23. PRICING. Proposers shall submit their price information on the supplied
forms with all blank spaces completed. Proposers shall also sign the required forms. Each line
item shall be clearly stated and cover all charges including incidental expenses, applicable taxes,
insurance, overhead and profit. Proposers will not be allowed to make any substitutions in
materials, quantities or frequencies during the proposal process. Proposers shall guarantee that
their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes
of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to
gender shall be construed to include all genders, firms, partnerships and corporations.
References in the singular shall be construed to include the plural and references in the plural
shall be construed to include the singular. Any reference to the “District” shall be construed to
refer to the Tara Community Development District and the District shall be the legislative
authority for all matters concerning the District and the District’s resulting contract.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and
conditions included with the proposal response shall be evaluated or considered and any and all
such additional terms and conditions shall have no force and effect and are inapplicable to the
proposal. If submitted either purposefully through intent or design or inadvertently appearing
separately in transmitting letters, specifications, literature, price lists or warranties, it is
understood and agreed the general and special conditions in this solicitation are the only
conditions applicable to this proposal and the Proposer’s authorized signature affixed to the
proposal attests to this.
Tab 7
CONTRACT FOR PROFESSIONAL LANDSCAPE MAINTENANCE
INSPECTION SERVICES

DATE: November 1, 2013

BETWEEN: RIZZETTA & COMPANY INCORPORATED
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND: TARA COMMUNITY DEVELOPMENT DISTRICT I
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "District")

PURPOSE AND SCOPE OF SERVICES:

The purpose of this engagement is for the Consultant to provide Landscape Maintenance Inspections services for the District. The duties and responsibilities included as part of this contract include, but are not limited to the following:

MONTHLY LANDSCAPE INSPECTION SERVICES:

1) Perform Grounds Inspections
2) Provide District with Inspection Reports
3) Notify Maintenance Contractor about deficiencies in service or need for additional care
4) Monitor Maintenance Contractors progress in remedial work
5) Provide Input to District’s Managing Agent for Annual Budgetary Consideration

6) Obtain bids and or proposal for various landscape projects

7) Provide for complete landscape bid packages to include, Site Plan, and complete scope of service (Additional fee may be negotiated with the Board of Directors)

8) Additional services may be performed upon agreement of the Board and Consultant.

**FEE SCHEDULE:**

**LANDSCAPE INSPECTION SERVICES** will be billed monthly, payable at the beginning of each month pursuant to the following annual fee:

<table>
<thead>
<tr>
<th></th>
<th>Annual</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Management*</td>
<td>$7,200.00</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

* All direct out-of-pocket expenses incurred as part of performing the duties and responsibilities outlined in this contract are a responsibility of and will be borne by the Consultant. These expenses include, but are not limited to: transportation, reproduction, printing & binding, long distance telephone, facsimile transmission, postage & express mail, legal advertising, office rent and supplies, computer time and District dues & fees. These expenses will be invoiced monthly and will be due and payable when invoiced. The exception to this is that the Consultant has the right to charge a reasonable cost for formal bid packages they prepare and provide to potential bidders, the cost of which will be borne by the bidders themselves and not the District.

**DISTRICT RESPONSIBILITIES:**

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

**NON-CONTINGENCY:**

The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
TERMINATION OF THIS CONTRACT:

This Contract may be terminated as follows:

1) By the District for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Consultant; or

2) By the Consultant or District, for any reason, upon 30 days written notice.

In the event this Contract is terminated in either manner above stated, the Consultant will be entitled to full compensation, pursuant to the terms of this contract, through the termination date and will make all reasonable effort to provide for an orderly transfer of the reports and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS:

1) All invoices are due and payable upon presentation. For invoices not paid within 30 days of presentation, interest on the balance due will be charged at the maximum legally permissible rate.

2) In the event collection proceedings become necessary, District agrees to pay all costs including attorney's fees.

3) Dissolution or court-declared invalidity of the District shall not relieve the District of monies due for services theretofore rendered.

4) This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

5) In the event that any provision of this contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

6) The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.

7) Any amendment or change to this Contract shall be in writing and executed by all parties.

8) The District shall indemnity and hold the Consultant harmless from and against all claims, liabilities, damages, operating costs, court costs, attorney's fees, penalties of any
kind, incurred in connection with, or resulting from (1) the management and/or operation of the District; (2) liability arising out of injuries sustained by persons or to property in or about the District; (3) use or occupancy of any property on or about the District by any person; (4) any violation of federal, state or municipal law, regulation or ordinance; and (5) any claim for taxes or other charges which may be made against the Consultant which are the primary responsibility of the District, except for claims incurred as a direct result of the Consultant’s willful negligence, misconduct, or bad faith, or willful breach of express material provisions of this Agreement. Amounts payable to the Consultant hereunder shall be paid by the District in advance of the final disposition of the matter related thereto, upon request by the Consultant at any time or from time to time, and upon receipt of an unsecured undertaking executed by or on behalf of the Consultant in favor of the District to repay such advanced amount if it shall ultimately be determined that the Consultant is not entitled to be indemnified therefore by the District as provided hereunder. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

9) The District shall carry and maintain, at its sole expense, all liability and compensation insurance necessary and adequate to protect the interest of the District and the Consultant which policies shall be written so as to protect the Consultant in the same manner and to the same extent as the District is protected.

This Contract shall represent the entire agreement between the Consultant and the District. Both Consultant and District understand and agree with the terms and conditions as set forth herein.

ACCEPTED BY:

RIZZETTA & COMPANY INCORPORATED

BY: ________________________________

PRINTED NAME: Pete Williams
TITLE: Vice President
DATE: ________________________________

TARA COMMUNITY DEVELOPMENT DISTRICT I

BY: ________________________________

PRINTED NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________
Tab 8
RESOLUTION 2014-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TARA COMMUNITY DEVELOPMENT DISTRICT 1 ADOPTING THE TARA COMMUNITY DEVELOPMENT DISTRICT 1 CONSERVATION AREA MAINTENANCE POLICY.

WHEREAS, the Tara Community Development District No. 1 (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of Tara Community Development District 1 (the “Board”) is authorized to establish policies for the maintenance of conservation areas owned by the District; and

WHEREAS, the Board desires to adopt the Tara Community Development District 1 Conservation Area Maintenance Policy attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TARA COMMUNITY DEVELOPMENT DISTRICT 1:

Section 1. The Board of Supervisors hereby adopts the Tara Community Development District 1 Conservation Area Maintenance Policy attached hereto as Exhibit “A”.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 29th DAY OF OCTOBER, 2013.

Attest: 

Tara Community Development District 1

Name: ____________________________
Assistant Secretary

John Schmidt
Chairman, Board of Supervisors
EXHIBIT “A”

TARA COMMUNITY DEVELOPMENT DISTRICT 1
CONSERVATION AREA MAINTENANCE POLICY

The Tara Community Development District 1 (the “District”) owns or maintains various conservation areas within the District. The conservation areas provide many benefits to the District including wildlife habitat areas, aesthetic benefits, and wetland recharge areas. The District maintains these conservation areas in accordance with all applicable environmental laws and regulatory permits; therefore, residents are prohibited from disturbing or altering the District owned conservation areas. The District has adopted the following policies for residents who would like the conservation areas located near their property to receive additional maintenance.

1. Any resident who wants the conservation area located near their property to receive additional maintenance should contact the Field Operations Manager at (941) 345-7159 to schedule an inspection. The Field Operations Manager will schedule the District’s maintenance contractor to review the request.

2. At the inspection, the Field Operations Manager will determine if any additional maintenance work may be performed and the maintenance contractor will prepare an estimate for the additional maintenance. The District reserves the right not to authorize the maintenance work for any reason.

3. Following the inspection, the Field Operations Manager will send the resident the cost estimate for the requested maintenance.

4. If the resident decides to have the additional maintenance work performed, the resident must pay the District the maintenance fee in advance.

5. Following receipt of the maintenance fee, the Field Operations Manager will schedule the maintenance contractor to perform the additional maintenance.

6. The District, in its sole discretion, shall determine whether the maintenance contractor has satisfactorily completed the additional maintenance of the conservation areas.

Adopted: October 29, 2013
Tab 9
TARA COMMUNITY DEVELOPMENT 1 DISTRICT BOARD OF SUPERVISORS
CODE OF CONDUCT


1. Supervisors shall uphold the prestige of their office, and avoid impropriety and the appearance of impropriety.

2. Supervisors shall discharge their duties and responsibilities without favor or prejudice toward any person or group.

3. Supervisors shall not allow personal or business relationships to impact upon their conduct or decisions in connection with District business. Supervisors shall not retain any contractor or vendor that is currently under contract with the District. In the event that a Supervisor is under contract with a potential new vendor, the Supervisor shall disclose the contractual relationship to the Board in advance.

4. Supervisors shall refrain from any private discussion of District business with other Supervisors per the requirements of Florida's Government-in-the-Sunshine Law, Chapter 286, Florida Statutes.

5. Supervisors shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such thing is given with the understanding or possibility that it will influence the official action of the Board.

6. Supervisors shall refrain from participating in any proceeding in which their impartiality may reasonably be questioned.

7. In addition to the foregoing aspirational standards, Supervisors shall abide by the provisions of Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees.

Adopted: October 29, 2013